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CURRENT TOPICS.

MR. JUSTICE KEKEWICH is making good progress with his witness actions, and will, in the course of a few days, commence the hearing of the thirty actions lately transferred to him.

ON THURSDAY last Mr. Justice CHITTY had before him a list consisting of certain motions for Mr. Justice NORTH and seven adjourned summonses, &c. By the time of the midday adjournment the whole disposable part of the paper was got through, and the remainder of the time of the court was in a sense wasted. It is of course difficult to predict the time that cases will last, but it might be better to put more cases in the paper. If cases are in the daily list and are not reached, the time of the judge is not wasted and suitors have notice that their cases are likely to be heard shortly.

THE PLAN which arranges that, while one of the judges of the Chancery Division is hearing witness actions, the motions and opposed petitions in cases marked for that judge will be heard by some other judge, does not work with the most desirable smoothness. The reason is that the day for hearing these motions is fixed for Thursday, Friday being the accustomed motion day in every Chancery Court. Notices of motion are thus frequently by mistake given for Friday before Mr. Justice A., whereas Mr. Justice B. takes these motions on Thursday. It would be well if an announcement of this change of day were placed in the daily list once or twice in the previous week.

FROM THE conversation which took place in the House of Commons on Wednesday it would really appear that there was some idea of rushing the Trusts Administration Bill through Parliament before the Dissolution, notwithstanding Mr. TOMLINSON's protest that there had not been sufficient time to consider its provisions. Fortunately, however, wiser counsels prevailed, and at a later hour of the sitting the order for second reading was discharged and the Bill withdrawn.

APART FROM politics, every solicitor must rejoice at the honour which has been conferred on Sir HENRY FOWLER, and still more so at the fact that a practising solicitor and a member of the council of the Incorporated Law Society, has not only held high office in Government, but has succeeded in so acquitting himself as to establish a high reputation as a

and prudent administrator. Mr. HUNTER, at the recent dinner of the Solicitors' Benevolent Association, drew attention to the fact that another able administrator, the present President of the United States, had been for a great many years a practising solicitor. Let us hope that these instances will be added to hereafter.

A CORRESPONDENT, whose letter is printed in another column, calls attention to an omission in the Finance Act, 1894, which was also observed upon some little time ago in a letter from Messrs. LESLIE & HARDY (*ante*, p. 427). The one per cent. succession duty is not now payable, but the Finance Act contains no provision authorizing an allowance in respect of such duty when it has been commuted prior to the commencement of the Act. The Controller in his letter to our correspondent, practically admits the unreasonableness of this state of things, but says that "in the numerous cases similar in point of principle to the present, which have occurred since the passing of the Act, the office has had no alternative but to disallow the claim to such allowance." Why, if these cases of hardship are so numerous, the office should have allowed a session to pass without attempting to obtain an amendment of the law, the Controller does not explain.

IN SPITE of the edict of the London County Council, the Land Transfer Bill has once more disappeared, and, what is perhaps more surprising, the Select Committee have declined to continue their sittings so as to complete the evidence. Our reporter informs us that the committee met on Tuesday last, Sir R. T. REID presiding, and, after deliberating in private for ten minutes, it was announced that the Bill would not be proceeded with any further and that the committee would report the evidence which has been taken to the House. The result is, therefore, that only evidence against the Bill will be reported (probably with a recommendation that the inquiry be resumed next session), and the Legislature will be deprived for the present of the assistance which might have been obtained from the evidence given on behalf of that highly skilled authority in conveyancing matters, the London County Council. In taking leave of the Bill, we may be allowed to express our earnest hope that the admirable and conclusive evidence against compulsory registration of title which has been laid before the committee will have the effect of preventing any future attempt in the same direction. We have some reason to believe that even the last Government were persuaded that the proposals of the Bill could not be adopted without extensive changes.

THE RULE which governs the time to move the court for the costs of an abandoned motion, and the reason for such rule, were stated by Mr. Justice CHITTY on Thursday last in a way which should form a guide to counsel. When the motions were ended, a gentleman rose and intimated that he desired to ask for the costs of an abandoned motion. Mr. Justice CHITTY, on learning what was to be asked for, directed the registrar to "call the paper." This being done, the judge then said, "Now Mr. — you may make your application." The application was made and granted, and the learned judge took occasion to state in court the reasons for what he had done. So long as anyone has given notice of motion for a given day, and has not moved, he is at liberty at any time until the "seal is closed" (to use the old expression) to come in and move according to notice. When the seal is closed, which occurs when the paper of cases is called, anyone is at liberty to ask for the costs of an abandoned motion, but not before. The learned judge stated this to be his constant rule. Experience shows it frequently happens that such an application is made during the day, while motions are being heard, but if the notice of motion has been given for that day the application is premature.

SECTION 30 sub-section (1) of the Bankruptcy Act, 1883, provides that "An order of discharge shall not release the bankrupt

from any debt or liability incurred by means of any fraud or fraudulent breach of trust to which he was a party." Presumably, if a trustee loses £10,000 trust money by means a fraudulent breach of trust, a discharge in bankruptcy will not release him from his liability to replace it. But suppose he denies his liability, and puts the trust estate to the expense of an action, of which he is ordered to pay the costs. Do those costs form part of the debt or liability incurred by means of the fraudulent breach of trust? They are so clearly the natural fruit of the principal liability that, for the sake of *celesti quo trust* and honest trustees alike, we could have wished the answer had been in the affirmative. In the case of *Re Greer, Napper v. Fanshawe* (43 W. R. 547), however, CHITTY, J., held that the costs of such an action, though consequential on the breach of trust, were not "incurred by means of" it; and therefore the liability to pay them was released by a discharge in bankruptcy. In *Jenkins v. Foreday* (20 W. R. 781, L. R. 7 C. P. 358) an attorney brought an action without authority, and was ordered to pay the defendant's costs. It was held that this was a "liability incurred by means of a fraud." In that case it will be observed that the liability followed as the direct consequence of the fraud, and was, so to speak, the principal liability, whereas in *Re Greer* we have as the direct consequence the liability to replace the trust funds, and *non constat* that any further liability need arise. As pointed out in *Re Greer*, the point is somewhat analogous to cases of attachment under section 4 of the Debtors Act, 1869. Where a trustee is ordered to pay any sum in his possession or under his control, attachment goes for the principal sum, not for the costs: *Middleton v. Chichester* (19 W. R. 369, L. R. 6 Ch. 152). But the reason for that is clear. Such costs are not and never were "in his possession or under his control" within section 4, sub-section 3. Probably this particular analogy must not be pressed too far. A nearer case, perhaps, is *Re a Solicitor* (48 W. R. 490; 1895, 2 Ch. 66), where a taxation order directed a solicitor to repay to his client the amount, if any, of his bill of costs that should be certified to have been overpaid. It was found that the bill had been overpaid, and by a subsequent order the solicitor was directed to pay the taxed costs of the taxation. It was held that the taxed costs of the taxation, as well as the amount of the bill found to be overpaid, were due from the solicitor "in his character as an officer of the court" within section 4, sub-section (4). On the other hand, in *Re Hope* (20 W. R. 694, L. R. 7 Ch. 523) the costs of an unsuccessful appeal from a refusal to discharge an order for taxation were held due from the solicitor "simply as an unsuccessful litigant," and not "in his character as an officer of the court." It may be doubted whether the cases on the Debtors Act afford any real assistance on the exact question, which turns on the wording of the Bankruptcy Act. The case of *Re Greer* will doubtless call attention to the point, and if the Legislature desires to widen the exceptions from release it must alter the wording of the section.

IN THE current number of the *Law Quarterly Review* Judge CHALMERS pleads for a distinction between petty perjury and grand perjury, analogous to that formerly existing between petty and grand larceny. He is oppressed by the amount of false swearing which comes under his notice in the county court, and for which a prosecution at the assizes is altogether an unsuitable remedy. In his opinion the law takes too serious a view of perjury in ordinary civil proceedings, with the result that it is seldom put in motion, and the evil continues unchecked. Few people, he says, realize the extent to which perjury is prevalent among the lower classes in England, and he draws—not at all to the advantage of England—a comparison between England, Gibraltar, and India, in all of which he has administered justice. Gibraltar, with its mixed population of Spaniards, Maltese, and Barbary Jews, gave him no ground of complaint. In India there was a good deal of lying, but Judge CHALMERS places much of it on the same level as fictitious pleadings. The lies were of a stereotyped form, and apparently were used, not so much to deceive, as because they were suitable under the circumstances. Even Wales comes in for a good word. The learned judge has done a circuit there, and "was struck with the careful honesty of the witnesses all round the circuit." He

makes an exception with regard to false charges under the Criminal Law Amendment Act, but the exception, he observes, is not peculiar to Wales. For perjury in ordinary cases he finds no field so fertile as his own county court at Birmingham. A note he took of a hundred consecutive cases tried there for less than £20 shews that there was hard cross-swearing in sixty-three. He is willing to put much of this down to defective memory or inaccurate observation, but, he observes, "after making all allowance for hard swearing which is not perjury, there remains a terrible residuum of wilful and corrupt perjury, which urgently calls for a remedy, if the administration of justice is not to be reduced to a farce." The remedy he proposes is to give the county court judge a discretion to treat perjury as being similar to a false statement made under statutory authority, but not under oath, and not for use in any judicial proceeding. This is an offence which may be dealt with by a court of summary jurisdiction, or, if the accused desires a jury, at quarter sessions. Most county court perjury, Judge CHALMERS thinks, might be dealt with in the same way. "What is required is a small punishment promptly inflicted." Doubtless the prospect of speedy and certain punishment would have the effect of checking the evil, and any chance of abuse of the process for vindictive purposes would be avoided if, as is suggested, no prosecution could be commenced without the leave of the court or of some public official, such as the Attorney-General or the Public Prosecutor. We imagine it would in practice be most efficacious to proceed under the leave of the court.

WE HAVE RECEIVED a pamphlet compiled by Mr. HOOD BARRS, under the title "Married Women and their Debts," which contains reports of various hitherto unreported cases bearing on the question which the compiler has been instrumental in litigating. Its most useful feature seems to be the report of the order of Court of Appeal No. 1, dated the 23rd of July, 1894, which is referred to as unreported in *Pillers v. Edwards* (ante, p. 96). The question is, how far a judgment against a married woman for debt and costs, or for costs only, can be enforced against the income of property subject to a restraint on anticipation. In two cases of *Hood Barrs v. Cathcart* (42 W. R. 628), on the 16th of June, 1894, Court of Appeal No. 1 held, in considered judgments, that execution, whether by a receiver, sequestration, or other process, could not issue against arrears of income accruing due after the date of the judgment, and not paid to the married woman. In one case the judgment of the court was delivered by DAVEY, L.J., and he expressly refrained from deciding anything as to arrears due at the date of the judgment; and in the other case, in which KAY, L.J., delivered the judgment, the question before the court was said to relate only to arrears accruing due after the date of the judgment, though he appears to have intended to lay down a principle applicable to the case of arrears due both at and after judgment. The principle is that the restraint on anticipation lasts until the income actually reaches the hands of the married woman, and till then, accordingly, she is unable to dispose of or charge it in any way, or to suffer by judgment an involuntary alienation of it. It is not clear how this principle was deduced from the cases enumerated by the learned Lord Justice; and two judgments of DAVEY, L.J., reported in Mr. HOOD BARRS's pamphlet (see pp. 9 and 14), shew that he was of a different opinion, and that in his view arrears are free from the restraint on anticipation. However, the question as to arrears due at the date of the judgment arose directly in *Hood Barrs v. Cathcart* on the 23rd of July, 1894, and was decided in favour of Mrs. CATHCART. The judgments as reported do not indicate that the question was regarded as open, and the court seems to have omitted to notice that in *Cox v. Bennett* (39 W. R. 401; 1891, 1 Ch. 617) it had already been decided in favour of the creditors of the married woman by Court of Appeal No. 2. The result was that when the question arose subsequently in *Pillers v. Edwards*, before Court of Appeal No. 2, LINDLEY, L.J., felt constrained to throw over *Cox v. Bennett*, and, for the sake of consistency, to follow the lead of Court of Appeal No. 1. Naturally the latter branch of the court decided in the same sense when the question arose again last week in *Hood Barrs v. Horist*. Hence, so far as the Court of Appeal is concerned, it must be taken to be settled

that judgment against a married woman cannot be enforced against arrears of income subject to restraint, whether the arrears are or are not due at the date of the judgment, a result which seems to have been arrived at without any adequate discussion of the case of arrears due at the date of the judgment.

IT WOULD have been a misfortune for the world of stockbrokers if the respondent had won the case of *Forget v. Ostigny* (1895, A. C. 318). He pleaded a Canadian enactment to the same effect as 8 & 9 Vict. c. 109, which makes void all contracts and agreements by way of gaming or wagering. But the facts were that FORGET, being a member of the Montreal Stock Exchange, was employed by OSTIGNY to buy and sell stock on his account on a fixed commission, he not intending to keep the stock as investments, but to speculate for a rise. The balance of the account went against OSTIGNY and he was sued therefor. The court held that the fact of the respondent being a speculator, and not an investor, did not make the transactions gambling transactions. "A contract cannot properly be so described merely because it is entered into in furtherance of a speculation. It is a legitimate commercial transaction to buy a commodity in the expectation that it will rise in value, and with the intention of realizing a profit by its resale. Such dealings are of everyday occurrence in commerce. The legal aspect of the case is the same whatever be the nature of the commodity, whether it be a cargo of wheat or the shares of a joint stock company." It was also held, following *Thacker v. Hardy* (27 W. R. 158, 4 Q. B. D. 685) that, as between OSTIGNY the principal and FORGET the agent, the transaction was not even a speculation.

WE ARE INFORMED that a project for reviving the ancient borough court of Plymouth is moving forward with good prospect of ultimate success. The old court had a common law jurisdiction unlimited in amount, and it is hoped that by Order in Council the Chancery powers of a county court will be attached to it. It is proposed, we understand, to give solicitors a right of audience. Mr. BOMPAE, Q.C., the present Recorder of Plymouth, is taking a leading part in the resuscitation, and it is anticipated that if the corporation expresses anything like a unanimous wish in its favour, the request will be granted.

BRITISH CONSULAR JURISDICTION IN THE EAST.

THE decision of the Judicial Committee of the Privy Council this week in the case of *The Imperial Japanese Government v. The Peninsular and Oriental Steam Navigation Co.* is a striking example of the inconvenience that may arise from extra-territorial jurisdiction when, as under the terms of the existing treaty with Japan, the jurisdiction of the foreign court and of the native court are limited respectively to claims against foreigners and to claims against natives. It is impossible, so the Judicial Committee have held, for a claim against the foreigner in his own consular court to be met by a counter-claim by the foreigner against the native plaintiff, and though the two claims may arise out of the same occurrence, and may be of exactly the same nature, they must be referred to different courts administering different systems of law.

The case in question arose out of a collision between the P. & O. steamship *Ravenna* and the Japanese torpedo-cruiser *Chishima*. The collision occurred within three miles of the coast of Japan, and the result was that the *Chishima* was cut nearly in two, and sank immediately, while the *Ravenna* sustained serious damage. The Japanese Government alleged that the catastrophe was due to the negligent navigation of the *Ravenna*, and they took proceedings in her Majesty's Court for Japan, claiming 850,000 dollars damages. The P. & O. company in turn alleged that the *Chishima* was in fault, and they put the damage to the *Ravenna* at 100,000 dollars. The point at issue related to the mode in which the latter sum could be claimed. The natural course was to seek to recover it by counter-claim in the original action, and this the P. & O. company sought to do. Whether such a course was permissible has been a matter of difference between the court of first instance, and her Majesty's

Forget
v.
Ostigny

Supreme Court for China and Japan, to which the P. & O. company appealed. But the further appeal to the Privy Council has led to the only conclusion which is admissible upon the terms of the treaties. The claims being, one against a foreigner, and the other against Japanese defendants, they belong respectively to the foreign court and to the native court, and each must be adjudicated upon separately in its own proper forum.

The terms of the treaties to which this result is due are stated in the judgment of the Judicial Committee delivered by Lord HERSCHELL. The treaty between Great Britain and Japan of August, 1858, contemplated that, in the case both of a claim by a Japanese against a British subject and by a British subject against a Japanese, the consul should endeavour to effect an amicable settlement, and, failing this, he was to request the assistance of the Japanese authorities that they might together examine into the merits of the case, and decide it equitably. But this rough and ready arrangement appears never to have come into operation. The same treaty gave Great Britain "most-favoured nation" treatment, and about the same time a treaty was concluded between Japan and the United States in which the extra-territorial jurisdiction of the latter country was carefully defined. The treaty dealt both with civil and criminal matters. Offences by Americans against Japanese were to be tried in the American consular courts, and the punishment, in case of guilt, was to be according to American law. And, *vice versa*, Japanese committing offences against Americans were to be tried by the Japanese authorities and punished according to Japanese law. With regard to civil claims, it was provided that the consular courts were to be open to Japanese creditors to enable them to enforce their just claims against American citizens, and the Japanese courts were to be open to American citizens for the recovery of their just claims against the Japanese.

As Lord HERSCHELL pointed out, these provisions were intended to confer exclusive jurisdiction on the American courts, as well in civil as in criminal matters, so that American citizens enjoyed immunity both from being sued and from being prosecuted in the local courts of Japan. The intention was expressed perhaps still more clearly in the treaty between Japan and Austria-Hungary, some years later. Under this latter treaty if an Austro-Hungarian citizen has any complaint or grievance against a Japanese subject the case is to be decided by the Japanese authorities. If, on the contrary, a Japanese has a complaint or grievance against a citizen of Austria-Hungary, it is to be decided by the Austro-Hungarian authorities. The exclusive jurisdiction thus conferred on American and Austro-Hungarian consular courts in suits brought against their respective citizens is a privilege superior to that conferred on Great Britain by the treaty of 1858, but a privilege to which Great Britain also is entitled under the "most-favoured nation" clause. At the same time equal certainty attaches to the exclusive jurisdiction reserved to the Japanese courts in respect of suits against Japanese subjects.

Such being the effect of the treaties, the decision of the Privy Council necessarily followed from the principle that a counter-claim is in the nature of a cross-action, a principle which is fully recognized by the decisions of the High Court here. A counter-claim is not a cross-action, it has been said, but it must be treated as if it were a proceeding in a cross-action (*per* BRETT, M.R., in *McGowan v. Middleton* (11 Q. B. D., p. 468)), and hence in the case just cited it was held that a discontinuance of the action by the plaintiff does not prevent the defendant from making use of the proceedings so as to enforce the causes of action contained in the counter-claim. So in *Amon v. Bobbett* (22 Q. B. D., p. 548) BOWEN, L.J., observed that a counter-claim was to be treated for all purposes for which justice required it as to be so treated as an independent action. In a case where the claim and the counter-claim are by the express stipulations of the sovereigns of the parties assigned to distinct forums, this principle seems to apply so as to require each to be referred to its proper tribunal, however much considerations of convenience may point to an adjudication on the whole matter by one tribunal; and it seems to make no difference that, as in the present case, the sovereign of one country is himself a party. So far as regards Japan the British extra-territorial jurisdiction will be put an end to so soon as the treaty of last year

comes into operation, an event which will happen upon one year's notice to that effect given by the Japanese Government not earlier than the 16th of July, 1898. Article 20 in substituting the treaty for the existing conventions of 1854 and 1866, and for the treaty of 1858, expressly provides that, from the date when the new treaty comes into force, "the jurisdiction then exercised by British courts in Japan, and all the exceptional privileges, exemptions, and immunities then enjoyed by British subjects as a part of or appurtenant to such jurisdiction, shall absolutely and without notice cease and determine, and thereafter all such jurisdiction shall be assumed and exercised by Japanese courts." This is a concession which Japan has earned by her remarkable advance in civilization in recent years.

OPTIONS OF PURCHASE IN LEASES.

Is an option of purchase in a lease for years, unrestricted in point of time, bad as a perpetuity? In the last edition of *Key & Elphinstone* (as in its predecessor, see 3rd ed., vol. 2, p. 748) this question is answered in the negative on the authority of *London and South-Western Railway Co. v. Gomm* (30 W. R. 620, 20 Ch. D. 562, 1 K. & E., 4th ed., p. 770, note b), whereas the editors of *Prideaux* (16th ed., vol. 2, p. 78, note (u)) seem to regard that case as leading to a diametrically opposite conclusion. The point for decision being the effect of a covenant in a conveyance of land in fee by the company giving them a right to repurchase at any time on notice, the case does not seem to be a direct authority for either position. KAY, J., in the court below, held that the covenant did not create an interest in the land, and was therefore not within the rule against perpetuities; but the Court of Appeal, being of opinion that the covenant did create such an interest in equity, reversed his judgment. In *Mackenzie v. Childers* (38 W. R. 243, 43 Ch. D. 205) KAY, J., thus explained the previous decision. "[The Court of Appeal] decided that mere contracts . . . are not within the rule, which only applies to limitations of property. The judges expressed an opinion that a contract by A. to sell land to B. or his heirs at a fixed price upon notice in writing given by B. or his heirs, created an interest in land, and that there was no real distinction in equity between such a contract and a limitation by which, upon such payment, the estates would vest in B. and his heirs," and added that the doctrine was entirely novel.

In *Re Adams* (32 W. R. 120, 24 Ch. D. 200, and on appeal, 32 W. R. 883, 27 Ch. D. 394), under a lease for sixty years the lessee, his executors, administrators, or assigns, had an option of purchasing the fee exercisable at any time on notice. The lessee died intestate, and his heir, who was also the administrator, before the expiration of the term, exercised the option. That was a case between the heir as vendor, and a purchaser from him. It was first contended that the option was void as a perpetuity, on the principle of *Gomm's case*, but, the option having been treated as valid, the court regarded that question as immaterial, and expressed no opinion upon it. The doctrine of *Gomm's case* was then invoked for the heir to shew that the heir as such could give a title. That doctrine, however, could not be so applied to the case of an option to purchase in a lease for years without going a step further, and holding that the interest created by the option was vested in the lessee as a separate interest from the lease, and this PEARSON, J., and the Court of Appeal refused to do. It was accordingly held in both courts that the option to purchase was attached to the lease, and passed with it as part of the lessee's personal estate, so that the heir could not make a title alone.

The option in such a case appears to run with the lease as an integral part thereof: see the judgments in *Re Adams*, and in consequence to be no more amenable to the rule against perpetuities than any other stipulations in a long lease relating to the land demised. Thus a covenant in a lease for years to renew at the end of forty or fifty years was admitted to be good in *Gomm's case* (20 Ch. D., at p. 579), and see *Hare v. Burgess* (4 K. & J. 45, p. 57), on the very ground apparently that covenants to renew leases run with the land at law. *Re Adams* shews, it is submitted, that covenants in a lease for years giving

an option of purchase properly fall within the same exception from the general rule. It was stated in *Gomm's case* to be common in Liverpool leases for 999 years to give an unlimited option of purchase (20 Ch. D., at p. 578), and, though options of purchase in leases are no doubt more usually given for a limited time, that practice supports the view that such covenants are good.

LEGISLATION IN PROGRESS.

THE JUDICIAL COMMITTEE.—The Judicial Committee Amendment Bill has been read a third time in the House of Lords.

MARKET GARDENERS' COMPENSATION.—The Market Gardeners' Compensation Bill has passed the House of Lords with amendments, and the amendments have been agreed to by the House of Commons.

MARRIED WOMEN.—The Summary Jurisdiction (Married Women) Bill, as amended by the Standing Committee on Law, has been read a third time in the House of Commons.

ADMINISTRATION OF TRUSTS.—The order for the second reading of the Trusts Administration Bill in the House of Commons has been, by leave, withdrawn.

BILLS PASSED INTO LAW.—On the 27th ult. the Royal Assent was given to the Post Office Act (1891) Amendment, and Seal Fisheries (North Pacific) Bills, and to a large number of provisional order and private Bills.

REVIEWS.

LUNACY LAW.

ARCHIBOLD'S LUNACY; COMPRISING THE LUNACY ACTS, 1890 AND 1891, THE LANCASHIRE COUNTY (LUNATIC ASYLUMS AND OTHER POWERS) ACT, 1891, AND ALL THE STATUTORY RULES, ORDERS, AND FORMS IN FORCE THEREUNDER, ALSO THE STATUTES RELATING TO CRIMINAL LUNATICS, THE LUNACY (VACATING OF SEATS) ACT, 1886, AND THE IDIOTS ACT, 1886. Fourth Edition. By S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law. Shaw & Sons.

This work, which deals very completely with the whole of the law relating to lunacy, is divided into two parts, the first part containing the general law, and the second the law as to criminal lunatics. The general law depends now on the Lunacy Acts, 1890 and 1891, and these have been carefully edited. An introduction prefixed to Part I contains a detailed statement of their effect, and a table of the sections of the earlier statutes shows how the provisions of these have been dealt with by the Consolidating Act of 1890. The text of the Acts has been explained by notes which give the result of the authorities, and which assist the reader with numerous cross references. The previous edition was published immediately after the passing of the Act of 1890, and the rules in lunacy of that year could only be inserted without comment as an appendix. The rules of 1890 have now been superseded by those of 1892, and the latter have been supplemented by the Rules of 1893. Both sets are printed as part of the text of the present edition and suitable notes have been added. That the work of annotation has been done with care and thoroughness is sufficiently attested by the notes to sections 116 to 143, on the management and administration of property, and on vesting orders in cases of lunatic trustees and mortgagees. The second part contains the various statutes relating to criminal lunatics, with introduction and notes as in the first part. The additional matter has led to a large increase in the size of the work—it now comprises some 1100 pages—and, if not yet unduly bulky, it has certainly reached the limit of convenience in this respect. There is a copious index with the sub-headings arranged, as they should be, in alphabetical order. The law of lunacy has been improved in form by the recent consolidation, but it is still a matter of no little difficulty and intricacy. The present edition of this standard work will be found to be a reliable guide to it.

COMPANY LAW.

HANDY BOOK ON THE FORMATION, MANAGEMENT, AND WINDING UP OF JOINT-STOCK COMPANIES. By WILLIAM JORDAN, Registrar and Parliamentary Agent, and F. GORE-BROWN, M.A., Barrister-at-Law. EIGHTEENTH EDITION. Jordan & Sons.

THE SECRETARY'S MANUAL ON THE LAW AND PRACTICE OF JOINT-STOCK COMPANIES, WITH FORMS AND PRECEDENTS. By JAMES FITZPATRICK, Fellow of the Incorporated Society of Accountants and Auditors, and Fellow of the Institute of Secretaries, and

V. DE S. FOWKE, Barrister-at-Law. THIRD EDITION. Jordan & Sons.

A book which, like the first of the two mentioned above, has reached its eighteenth edition may fairly be allowed to have passed beyond the sphere of criticism, or, at least, the utmost the critic can do is to note whether it is properly brought up to date. No fault can be found in this respect with Messrs. Jordan and Gore-Brown's handy book, and, in particular, the effect of the recent decisions on the proper mode of estimating the profits of a company available for payment of dividend has been clearly and correctly stated. The section devoted to the conversion of private businesses into companies is in accordance with the universal practice previous to the decision of the Court of Appeal in *Broderip v. Salomon & Co.* (ante, p. 522). It will, of course, have to be altered for a future edition, unless either the House of Lords in its judicial capacity or the Legislature intervene to remove the disastrous consequences of the decision.

The object of "The Secretary's Manual," as stated by the authors, is to furnish information on practical matters connected with the keeping of a company's books and kindred subjects of a purely business nature, together with as much company law as a secretary requires to know in order to perform his ordinary duties with efficiency. The book describes clearly and concisely the management of a company's affairs so far as it concerns the secretary; it contains a large number of forms suitable for the various matters which will arise; and it gives full directions as to the proper method of keeping the company's accounts. It is a useful and practical volume, and we are not surprised that a third edition is so soon called for. The first was published in 1891.

BANKRUPTCY LAW.

THE PRINCIPLES OF BANKRUPTCY: EMBODYING THE BANKRUPTCY ACTS, 1863 AND 1890, AND THE LEADING CASES THEREON; PART OF THE DEBTORS ACT, 1869; THE BANKRUPTCY APPEALS (COUNTY COURTS) ACT, 1884; THE BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887; THE PREFERENTIAL PAYMENTS IN BANKRUPTCY ACT, 1888; WITH AN APPENDIX CONTAINING THE SCHEDULES TO THE BANKRUPTCY ACT, 1883; THE BANKRUPTCY RULES, 1886, 1890, AND 1891; THE RULES AS TO THE COMMITMENT OF JUDGMENT DEBTORS, AND AS TO ADMINISTRATION ORDERS; REGULATIONS ISSUED BY THE BANKRUPTCY JUDGE; A SCALE OF COSTS, FEES, AND PERCENTAGES; THE BILLS OF SALE ACTS, 1878, 1882, 1890, AND 1891, AND THE RULES THEREUNDER; THE DEBTS OF ARRANGEMENT ACT, 1887, AND THE RULES THEREUNDER. By RICHARD RINGWOOD, M.A., Barrister-at-Law. SIXTH EDITION. Stevens & Haynes.

This work is primarily a students' book, and the author's object is "to shew, in clear and concise language, the main principles of the law of bankruptcy, without obscuring them under a perplexing mass of cases." In this he has succeeded, and the successive editions which have been called for are sufficient evidence of the utility of the book. The present edition contains references to the recent cases, and, as the title-page shews, it is a complete guide to the statute law and to the rules in bankruptcy. The part of the book dealing with bills of sale (pp. 86 to 101) has been re-written, and the reader is furnished with a clear and succinct account of a troublesome branch of the law. In spite of the addition of new matter, Mr. Ringwood has found it possible, by judicious curtailment of less material parts, to keep the book at its former convenient size.

BOOKS RECEIVED.

The Irish Law Times Digest of Cases decided by the Superior and other Courts in Ireland, 1867-1893. Reported in the Irish Law Times Reports, Vols. V.-XXVII., and in the Irish Law Times, and SOLICITORS' JOURNAL, Vols. I.-XXVII. Compiled by WILLIAM COTTER STUBBS, M.A., T.C.D., Barrister-at-Law. Dublin: John Falconer.

Ruling Cases. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law, assisted by other Members of the Bar. With American Notes by IRVING BROWN. Vol. IV. Bankruptcy—Bill of Lading. Stevens & Sons (Limited).

Negligence in Law. Being the Second Edition of Principles of the Law of Negligence. Re-arranged and re-written by THOMAS BRYEN, Barrister-at-Law. 2 Vols. Stevens & Haynes.

The Law Quarterly Review. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. July, 1895. Stevens & Sons (Limited).

The Times says that Mr. W. F. Robinson, Q.C., Vice-Chancellor of the County Palatine of Lancaster, is suffering from the effects of a severe chill, but is going on well.

CORRESPONDENCE.

ESTATE DUTY AND COMMUTED SUCCESSION DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—The subjoined letter from the Controller, which, I think, discloses the essential facts of the case, reveals what must be admitted to be a state of things, calling for the early interposition of the Legislature.

When it is remembered that the one per cent. succession duties and some other duties are merged in the new estate duty, the anomaly becomes the more apparent. The taxpayer certainly ought not to suffer because he has paid his taxes in advance, and in the next Budget Bill provision should be made to meet such cases as this.

Perhaps there may be among your correspondents some other victims of this oversight. TRUSTEE.

July 1.

The following is the letter referred to:—

Legacy and Succession Duty Office,
Somerset House, London, W.C.
28th July, 1895.

deceased.

Sir,—In reply to your letter of the — instant, I beg to say that, as pointed out in the official letter of the 19th instant, estate duty under the Finance Act, 1894, is payable in connection with the death in — last of this deceased, upon the investments (in which she retained a life interest) representing the proceeds of sale of real estate, upon which succession duty has from time to time been commuted.

The Finance Act, however, contains no provision, authorizing an allowance against the estate duty in respect of the succession duty paid under commutation, and in the numerous cases similar in point of principle to the present which have occurred since the passing of the Act, the office has had no alternative but to disallow the claim to such allowance.

I am, Sir,

Your obedient servant,
W. W. KARSLAKE, Controller.

THE GENERAL ELECTION.

[To the Editor of the Solicitors' Journal.]

Sir,—The enclosed circular has been issued by the Association of Municipal Corporations, and as the matter is of general interest at this moment, we beg to send you a copy. SHARPE, PARKER, & Co.

Solicitors and Parliamentary agents to the Association
of Municipal Corporations,

12, New Court, Carey-street, London, July 4.

The following is the circular referred to:—

ASSOCIATION OF MUNICIPAL CORPORATIONS.

12, New Court, Carey-street, London, W.C., 4th July, 1895.

THE GENERAL ELECTION.

It having been announced that the Dissolution will take place on Monday next, the 8th inst., and the writs will be posted from the Crown Office on that day, we beg to inform you that, on that assumption, the following are the dates of the different steps in the election.

COUNTIES.

If the writ be received on Tuesday, the 9th July, the notice of election may be given on Tuesday the 9th, Wednesday the 10th, or Thursday the 11th July.

If the notice of election is given on July 9; if on July 10; if on July 11

The Nomination Day cannot be:

Earlier than . . . " 13; . . . " 15; . . . " 16
Later than . . . " 19; . . . " 19; . . . " 19

If the Nomination Day is July 13; 15; 16; 17; 18; 19

The Poll Day cannot be:

Earlier than . . . " 17; 18; 19; 20; 22; 23
Later than . . . " 22; 23; 24; 25; 26; 27

DISTRICT BOROUGHES.

If the writ be received on Tuesday, the 9th July, the Notice of Election may be given on Tuesday the 9th, or Wednesday the 10th July.

If the Notice of Election is given on July 9; if on July 10

The Nomination Day cannot be:

Earlier than . . . " 13; . . . " 15
Later than . . . " 19; . . . " 19

If the Nomination Day is July 13; 15; 16; 17; 18; 19

The Poll Day cannot be:

Earlier than . . . " 17; 18; 19; 20; 22; 23
Later than . . . " 22; 23; 24; 25; 26; 27

BOROUGHES.

If the writ be received on Tuesday the 9th July, the Notice of Election may be given on Tuesday the 9th, or Wednesday the 10th July.

If the Notice of Election is given on July 9; if on July 10

The Nomination Day cannot be:

Earlier than . . . " 12; . . . " 13
Later than . . . " 13; . . . " 13

If the Nomination Day is July 12; if July 13

The Poll Day cannot be:

Earlier than . . . " 13; . . . " 15
Later than . . . " 17; . . . " 18

SHARPE, PARKER, PRITCHARDS, & BARIHAM,

Solicitors and Parliamentary agents to the Association.

N.B.—If the Writ be received earlier or later than Tuesday next, the 9th July, the above dates must be altered accordingly.

THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—I trust that the respective law societies are rousing themselves to action in view of the coming General Election. If a circular was issued pointing out the necessity for every member to work vigorously in his individual constituency, irrespective of ordinary party politics, in support of such candidates as indorse the view you have so often expressed, I feel sure that good would come of it.

Liverpool, July 3.

ARTHUR C. SMITH.

NEW ORDERS, &c.

THE COMPANIES (WINDING-UP) ACT, 1890, AND THE
COMPANIES (WINDING-UP) RULES, 1890.

Pursuant to Clause 2 of Rule 3 of the Companies (Winding-up) Rules, 1890, the Board of Trade hereby substitute the form of Affidavit verifying Liquidator's Account set out at the foot hereof in lieu of the existing Form No. 77 in the Companies (Winding-up) Rules, 1890, and henceforth the substituted form shall be the Form No. 77 in the Appendix of Forms referred to in the said Rules.—Dated this 26th day of June, 1895.

By order of the Board of Trade.

John Smith, Inspector-General in Companies Liquidation,
authorized in that behalf by the President of the Board of Trade.

No. 77.

Affidavit verifying Liquidator's Account.

(Title.)

I, G. H., of , the Liquidator of the above-named company, make oath and say:

That "the Account hereunto annexed marked B is a true copy of the "Cash Book" kept by me as such Liquidator pursuant to Rule 144 of the Companies (Winding-up) Rules, 1890, and contains a full and true account of my receipts and payments as such Liquidator from the day of to the day of inclusive" and that I have not, nor has any other person by my order, or for my use, during such period, received or paid any moneys on account of the said company "other than and except the items mentioned and specified in the said account."

Sworn at, &c.

CASES OF THE WEEK.

Court of Appeal.

RODDICK v. INDEMNITY MUTUAL MARINE INSURANCE CO. (LIM.)
—No. 1, 28th June.

MARINE INSURANCE—"HULL AND MACHINERY"—WARRANTED UNINSURED
—HONOUR POLICIES—DISBURSEMENTS—INFRINGEMENT OF WARRANTY.

This was an appeal of the defendant company from the judgment of Kennedy, J., in an action tried before him without a jury. The plaintiff claimed under a policy of insurance effected by him with the defendant company, and dated the 8th of January, 1894, which was declared to be upon the hull and machinery of the steamship *Ozenholms*, which was valued at £10,000, "£5,000 warranted uninsured except for running-down clause," for six months from January 9, 1894, to July 8, 1894. The *Ozenholms* was lost between those dates, but the defendant company disputed their liability, on the ground that the warranty above mentioned had not been complied with. The plaintiff had not effected policies to a greater extent than £5,000 upon the hull and machinery, but he did effect certain

* NOTE.—If no receipts or payments, strike out words in italics.

insurances upon "disbursements" to the extent of £2,600. These "disbursement" policies were F. P. I., or "honour" policies; that is to say, policies wherein it was stipulated that the policy should be deemed sufficient proof of interest. They were therefore null and void in law under the provisions of 19 Geo. 2, c. 37. It was not suggested that in effecting these policies the plaintiff sought to evade the effect of the warranty which he had given to the defendant company. He intended to cover certain disbursements for coals, engine-room and deck stores, provisions and cabin stores, and port expenses which he had made in respect of the ship in view of her proceeding from the United Kingdom to the coast of South America and afterwards trading there, as warranted by him in the "hull and machinery" policies. Kennedy, J., held that the "honour" policies, though not legally binding, would have been an infringement of the warranty in the "hull and machinery" policy that £5,000 was uninsured, if they had covered the same subject-matter as the latter policy, but that the "honour" policies being effected on "disbursements," and not on the hull and machinery, there was no infringement of the warranty, and he therefore gave judgment for the plaintiff. In support of the appeal it was contended that there had been an infringement of the warranty, because the "disbursements" did cover part of the hull and machinery, for the words "hull and machinery" included some part of the equipment or outfit of *The Ozenholme*—viz., the coals, engine-room and other stores, and the provisions. A policy effected on the "ship" alone would have covered these matters, and the same meaning ought to be given to the words "hull and machinery" in a policy as to the word "ship."

THE COURT (LORD ESKER, M.R., and KAY, and A. L. SMITH, L.JJ.) dismissed the appeal.

LORD ESKER said that the business of marine insurance had given rise to the use of different forms of policies, and policies had in the course of years undergone alterations. For a long period the use of the word "ship" in a policy did not cover everything, and it was still the custom at Lloyds, and probably with many insurance companies also, not to effect a policy on a ship alone. Some companies did, however, insure under the word "ship," and some day, possibly the courts would have to determine what was covered by the word "ship" in a policy of insurance against the perils of the sea, and, in his opinion, the word "ship" meant something more than "hull," but it was not necessary in the present case to determine that question. In this case the insurance company had adopted the words "hull and machinery," and the court had to construe them. Everyone acquainted with ships knew what the words hull and machinery of a ship meant in their ordinary sense. They would not cover the things included in these "disbursements." Now had it been proved that these words as between insurer and assured had universally acquired a meaning different from their ordinary meaning. His lordship was of opinion that it had not been so proved; on the contrary he was convinced that the words hull and machinery did not include those things which were insured by the other policy under the term "disbursements." In the view of the case taken by his lordship, it became unnecessary to deal with the other point—namely, whether the "honour" policies which were null and void under 19 Geo. 2, c. 37, could be considered to be a breach of the warranty contained in the hull and machinery policy, but it was not to be taken that his lordship acceded to the view that they did constitute a breach of that warranty.

KAY and A. L. SMITH, L.JJ., concurred. Appeal dismissed.—COUNSEL, *Rickford, Q.C.*, and *Horridge*; *Joseph Walton, Q.C.*, and *J. A. Hamilton*. SOLICITORS, *Pritchard, Englefield, & Co.*, for *Sampson, North, Harley, & Birckett, Liverpool*; *Waltons, Johnson, Bubb, & Whallon*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

SCOTT v. ALVAREZ—No. 2, 25th June.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—CONDITION RESTRICTING OBJECTIONS TO TITLE—BAD HOLDING TITLE—DISCOVERY OF ALIEN DEPOSIT—RIGHT TO RETURN OF.

Appeal from the decision of Kekewich, J., reported [1895] 1 Ch. 596. The plaintiff, Robina Scott, was the mortgagee of a leasehold house which she put up for sale by auction. Condition 6 of the conditions of sale provided that the purchaser should be provided with an abstract of the underlease (the subject of the sale) and an assignment of such underlease and the subsequent title and should not make any objection or requisition in respect of the intermediate title between the granting of the lease and the execution of the said assignment, notwithstanding any recital of or reference to such title contained in the assignment or any subsequent document of title, but should assume that the said assignment vested in the assignees a good title for the residue of the term. The defendant, Henry Alvarez, bid for and became the purchaser of the property at the price of £330. Before the completion of the purchase the purchaser's solicitors obtained from the vendor's solicitor some information as to the title between the underlease and the assignment which led the purchaser to question the validity of the title, and he accordingly took out a summons under the Vendor and Purchaser Act, 1874, asking for a declaration that the title was not such as the purchaser ought to be compelled to accept and for return of the deposit which he had paid. Upon this summons the Court of Appeal, reversing the decision of Kekewich, J., made an order dismissing the summons, their lordships being of opinion that upon the facts disclosed by the evidence the vendor had a good title, though it was open to suspicion. Subsequently to the order of the Court of Appeal but before completion of the purchase, the defendant discovered that, owing to some fraudulent dealings with the property, the vendor showed no title at all, and he refused to complete. The vendor then brought the present action for specific performance, the defendant counter-claiming for a declaration that, notwithstanding the order of the

Court of Appeal, a good title had not been shown, and for return of the deposit. Kekewich, J., dismissed the action and ordered the deposit to be returned. The vendor appealed, and contended that the parties had made a bargain as to the title, and the purchaser could not go back on it, and that at any rate the purchaser was not entitled to a return of the deposit. The purchaser contended that whatever might be the case where the title was doubtful, the court would not force the purchaser to accept no title at all.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) varied the order of Kekewich, J., their lordships refusing to decree specific performance, and, on the counter-claim, refusing to order the return of the deposit.

LINDLEY, L.J., referred to the facts, and said that under the former proceedings under the Vendor and Purchaser Act the purchaser had been unable to establish that the title was a bad one. The court had been careful to point out that the title was not a bad one. But the purchaser had found out more, and it now appeared that, owing to a fraudulent concealment of a will and breach of trust, the title was, beyond dispute, positively bad. The vendor still sought to rely on condition 6. His lordship thought that Kekewich, J., had taken too narrow a view of that condition. The true reading of it was: "Although we tell you there are difficulties you are not to make any objections, but are to assume that a good title vested in the assignees." If that was the true construction the purchaser would fall in an action at law to recover his deposit. Upon that *Carrell v. Cattell* (4 M. & W. 734) was conclusive. The appeal therefore succeeded so far as the counter-claim was concerned. As to the action for specific performance, that was a different question altogether. He was not aware of any case in which a court of equity had forced a purchaser to take an obviously bad title. There were bad titles and bad titles. A good title was one which could be forced upon an unwilling purchaser, and conveyancers called all other titles bad. But there might be a good holding title which a conveyancer would call bad. His lordship knew of no case in which a purchaser had been forced to accept a title which was bad even in the business sense. Kekewich, J., was right upon the question of specific performance. The result at which they arrived was unsatisfactory, and was the consequence of a double jurisdiction.

LOPES and RIGBY, L.JJ., concurred.—COUNSEL, *Forcwell, Q.C.*, and *Duka*; *Remshaw, Q.C.*, *Byrne, Q.C.*, *Inghen*, and *F. Russell*. SOLICITORS, *C. Etherington*; *Rodgers & Co.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

THE GOVERNMENTS STOCK INVESTMENT AND OTHER SECURITIES CO. (LIM.) v. THE MANILA RAILWAY CO.—No. 2, 28th June.

COMPANY—DEBENTURES—FLOATING SECURITY—DEFAULT IN PAYMENT OF INTEREST—SUBSEQUENT ISSUE OF BONDS—PRIORITY.

Appeal from a decision of North, J., given on the 27th of June. The Manila Railway Co., which was formed in 1888, issued in that year debentures to the extent of £730,000 as a floating security, the charge being expressed in the following words:—"And the company hereby charges by way of floating security all its property whatsoever and wheresoever, both present and future, including its uncalled capital for the time being." Condition 2 of the conditions subject to which the debentures were issued provided that "notwithstanding the said charge the company shall be at liberty, in the course and for the purpose of its business, to use, employ, sell, lease, exchange or otherwise deal with any part of its property until default shall be made in payment of any interest hereby secured for the period of three calendar months after the same shall have become due, or until an order of some court of competent jurisdiction shall have been made or a special or extraordinary resolution shall have been duly passed for the winding up of the company." In 1891 the company issued bonds called the "A" bonds, to the extent of about £299,000, before any default had been made in payment of interest on the debentures. Default was made in the payment of interest on the debentures on the 1st of January, 1892, and the company subsequently issued new bonds for £300,000, called the "B" bonds. There was some dispute as to when these bonds were issued, but for the purposes of the appeal it was assumed that they were issued after the 1st of April, 1892. A trust deed, covering the bonds, was executed on the 1st of March, 1892, which recited that default had been made in the payment of interest on the debentures. Under these circumstances the plaintiffs, who were debenture-holders, brought an action to restrain the company from paying dividends to the "B" bondholders due on the 1st of July. North, J., thought that the plaintiffs had priority over the "B" bondholders and granted an injunction. The company appealed. It was contended on their behalf that the floating security could only be "crystallized" by (1) the appointment of a receiver; (2) an order to wind up the company, or (3) a voluntary winding up, and that the plaintiffs had not taken the necessary steps to "crystallize" their security, and were therefore not entitled to priority over the "B" bondholders. Counsel for the plaintiffs referred to *Driger v. Broad* (41 W. R. 493, [1893] 1 Q. B. 744) and *Re Horne and Hallard* (29 Ch. D. 736, 33 W. R. Dig. 234), and contended that the security was a charge with a contract that it should be a floating charge until default had been made for three months.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., after referring to the facts, said that the second condition was put in to benefit the company by giving them three months longer time. The real crux of the case was: What was to happen at the end of those three months? The condition said nothing about that, and the question was whether they were to infer a provision which would work or a provision which, though equally consistent with the absence of words, would hardly work at all and would cause the greatest injustice. If the learned judge was right the consequence would be that the company would

be allowed to go on contracting debts and then be prevented from paying them. Upon the other inference, which his lordship thought the true one, the matter rested with the debenture-holders, who might, if they did not like the company borrowing, obtain the appointment of a receiver and stop the business of the company.

LOPES, L.J., concurred.

RIGBY, L.J., in concurring, said that the case before Pearson, J. (*Re Horne and Holland*), was a totally different one, and that their decision did not in any way affect the authority of that case.—COUNSEL, *Levet, Q.C.*, and *P. B. Abraham; Whitehouse, Q.C.*, and *W. E. Vernon; C. E. E. Jenkins; Farwell, Q.C.*, and *Disturnal; Byrne, Q.C.*, and *Beaumont; Latham, Q.C.*, and *Kirby*. SOLICITORS, *Bompas, Bischoff, Dodgson, Cose, & Bompas; Ashurst, Morris, Crisp, & Co.; Murray, Hutchins, Stirling, & Murray; Davidson & Morris; Beaumont & Son; Bircham & Co.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

BAERLEIN & CO. v. THE CHARTERED MERCANTILE BANK OF INDIA, LONDON, & CHINA—No. 2, 26th June.

COMMERCIAL CAUSES—ACTION COMMENCED IN CHANCERY DIVISION—TRANSFER TO QUEEN'S BENCH DIVISION.

This was an appeal of the plaintiffs from a refusal of Kekewich, J., to order the transfer of the action, which had been commenced in the Chancery Division, to the Queen's Bench Division, so that it might be tried in the Commercial Court by Mathew, J. The action was commenced in 1892, long before the Commercial Court had been established. In the course of the argument it was suggested that the Commercial Court might be able, under its powers, to dispense with some of the technical rules of evidence, and so shorten the trial.

THE COURT (LINDLEY, LOPES, and RIGBY, L.J.J.) allowed the appeal, and ordered the transfer.

LINDLEY, L.J., said that this was not a question between judges, but how could the cause be tried best and most expeditiously, and at the least expense for the benefit of the parties. The Commercial Court had no greater power than any other court of dispensing with the technical rules of evidence, and such power as it had was obtained by virtue of the Supreme Court of Judicature (Procedure) Act, 1894 (57 & 58 Vict. c. 16), s. 5. The question was what was the best method of trying this case. His lordship had no hesitation in saying that this was a case which ought to go to the Commercial Court, not because it was a commercial cause, but because he thought this particular cause would be more conveniently tried by the judge who presided in the Commercial Court, who was thoroughly well versed in commercial law, and who would probably materially shorten the trial of the action. The order for the transfer should be made.

LOPES, L.J., said that when this action was brought no Commercial Court was in existence; if it had been the plaintiffs would have undoubtedly brought it in that court. The Commercial Court was established especially for all difficult and long commercial causes. His lordship did not say that it would be right that all commercial causes should be transferred from the Chancery Division to the Queen's Bench Division.

RIGBY, L.J., gave judgment to the same effect. Appeal allowed.—COUNSEL, *Sir R. Webster, Q.C.*, and *T. M. Whitehouse; E. M. Bray and W. D. Rawlins*. SOLICITORS, *Romer & Haslam, for Farrer & Griffin, Manchester; Clarke, Rawlins & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

BINNING v. BINNING—Chitty, J., 3rd July.

WILL—CONSTRUCTION—GIFT TO "ALL AND EVERY THE CHILDREN, THEIR HEIRS, AND ASSIGNS"—JOINT TENANCY OR TENANCY IN COMMON.

Summons. J. B., a Somersetshire yeoman, by his will, dated in 1843 and proved in 1855, devised his real estate to trustees upon trust, as to one-sixth part to pay the rents and profits to his daughter Charlotte during her life, and after her decease to pay the same equally to all his children that should survive her, and to their heirs and assigns for ever, and, as to one other sixth part, upon similar trusts for his daughter Letitia and his children surviving her, and, as to one other sixth part, upon similar trusts for his daughter Rose, and after her decease to stand possessed of one undivided sixth part of and in his said real estate in trust for all and every the children of Rose, their heirs and assigns for ever. The question to be determined was whether the gift to the children of Rose created a joint tenancy or tenancy in common of their share. It was argued that "every" was a word importing severance, and that *Morgan v. Britten* (L. R. 13 Eq. 28, 20 W. R. Ch. Dig. 134) was wrong and ought not to be followed.

CHITTY, J., said that the language of the trust for Rose and her children was different to that of the preceding trusts. Where the gift was equally to all there was plainly a tenancy in common. The question here came before Lord Romilly, M.R., in a case of personal estate in *Morgan v. Britten*, and in such a matter the same principles applied to personalty and realty. That case was not argued, but the decision, if right, clearly covered the present case. The testator went wrong in his grammar in saying "for all and every the children," but that made no difference. His lordship thought that the argument for tenancy in common was too refined for the court to accede to it. The court had gone far in finding words importing tenancy in common, but to hold that was the effect of these words would be going too far. He followed *Morgan v. Britten* and held that there was a joint tenancy.—COUNSEL, *Lawrence Jenkins; Upjohn.*

SOLICITORS, *Peacock & Goddard, for Francis Sturge, Bristol; A. P. Drumsell, for Bramble & Watts, Bristol.*

[Reported by J. F. WALEY, Barrister-at-Law.]

PEGGE v. NEATH AND DISTRICT TRAMWAYS CO.—North, J., 22nd and 25th June.

TRAMWAYS ACT, 1870, s. 56—DEBENTURE-HOLDERS' ACTION—RECEIVER AND MANAGER APPOINTED—NON-COMPLIANCE BY COMPANY WITH ORDER BY PETTY SESSIONS ENFORCING PENALTIES FOR NON-REPAIR OF RAILS—ENFORCING SAME BY DISTRESS AND SALE.

The Neath and District Tramways Co. started business in 1873 under a provisional order confirmed in the usual way by Act of Parliament. The provisional order imposed penalties for not keeping the rails in good condition and repair, and it provided that the said penalties should be recoverable under section 56 of the Tramways Act, 1870. The company had issued debentures charging the undertaking. In a debenture-holders' action in October, 1894, the court appointed the secretary of the company receiver and manager. This order was not appealed from. On the 8th of February, 1895, the Neath Petty Sessions, acting under section 56 of the Tramways Act, 1870, on the application of the Glamorgan County Council as the road authority, made an order on the company imposing the penalties as provided by the provisional order, for not keeping the rails in repair. This was an application by the county council for leave to issue a distress against the company in accordance with the 56th section of the Tramways Act, 1870. The rights of sale under a distress are now regulated by the 43rd section of the Summary Jurisdiction Act, 1879. The debenture-holders objected, relying principally upon the recent case in the Court of Appeal (*Marshall v. South Staffordshire Tramways Co.*, 1895, 2 Ch. 36), on the ground that the court could not allow the power of distress to be exercised which would interfere with a public undertaking, and, moreover, that no sale could take place in pursuance of the distress.

NORTH, J., decided that the power of distress, being a statutory power, was good, and could be enforced by sale in the way provided by statute, and that the case was not analogous to those in which a company had professed to give debenture-holders powers which interfered with a public undertaking, and which it had been held the company could not do. Besides, in this case the power given was for the public benefit, as it ensured the undertaking being kept in repair and safe for the public, and so securing the public convenience. With reference to the fact that a manager, as well as a receiver, had been appointed in the debenture-holders' action, which, since the decision in *Marshall v. South Staffordshire Tramways Co.*, could not now be done; that could not prejudice the county council, because they were not parties to the application.—COUNSEL, *Vernon Smith, Q.C.*, and *J. G. Wood; Ashton Cross*. SOLICITORS, *Helder, Roberts, Son, & Walton; Charles Everett.*

[Reported by R. SILLER, Barrister-at-Law.]

EAST STONEHOUSE LOCAL BOARD v. VICTORIA BREWERY CO. (LIM.)—North, J., 29th June.

PRACTICE—COSTS—WITNESSES' EXPENSES.

This was a summons to vary the taxing master's certificate. An action was brought by the plaintiffs for damages for pollution of water by the defendants, and on the 31st of October, 1894, judgment was given in favour of the plaintiffs with costs. The bill of costs was taxed, and the master allowed the fee for eleven witnesses, although three only were actually called. He also allowed hotel expenses. Objection was taken to the allowance of hotel expenses as well as a fee, and it was said that nothing ought to have been allowed for the witnesses who were not called. One of these witnesses was a photographer, and it was said that notice to admit his photographs should have been given.

NORTH, J.—Two points have been made in support of this summons: first, that the costs of eleven witnesses have been allowed by the taxing master and that three only were called. It was said that the costs of the other witnesses were unnecessarily incurred, and reference is made to ord. 65, r. 27 (9). It is clear that the fact that witnesses are not called does not establish that no costs ought to be allowed in respect of these witnesses. The taxing master said that he exercised his discretion and concluded that these witnesses were necessary to be called, and his lordship could not interfere with the decision of an experienced taxing master as to costs which he said ought to be allowed; that was a matter of detail and no principle was involved. He might say a few words, however, as to the photographer who was called. He charged £30 for photographs. The taxing master allowed his expenses but reduced his bill to about £10. If his lordship was a taxing master he should not allow the costs of a photographer brought to town to prove photographs unless his proof was shewn to the other side and they declined to admit it. He might, perhaps, lay this down as a rule to be followed in future. It was next said that hotel expenses could not be allowed as well as the witnesses' allowances. But the scale referred to as binding was made at a time when witnesses were never called in Chancery proceedings. Referring to ord. 65, r. 27, the sub-rules dealing with the point were 9, 20, 29, 37, and 38, the last of which was said to show that the scale was now binding. But there was a clear decision of the court to the contrary effect: *Turnbull v. James* (3 C. P. D. 264). It was clearly settled by that case that the taxing master had a discretion. As he was right in principle the summonses must be dismissed with costs.—COUNSEL, *Swinfen Eady, Q.C.*; *Manby; E. Younger*. SOLICITORS, *Wollake, Letts, & Wollake, for Batchelor & Cude, Plymouth; Crowther & Visard, for E. E. Redd, jun., East Stonehouse.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

HOWARD v. FANSHAW—Stirling, J., 25th June.

LANDLORD AND TENANT—EJECTMENT WITHOUT LEGAL PROCESS—RIGHT TO RELIEF.

This was an action by the plaintiff for relief against forfeiture under the following circumstances: In 1892 the defendant entered into an agreement with E, a builder, for the erection of certain dwelling houses in Stanley-road, in the parish of D—, and for the granting to E. of leases of the houses to be erected. On the 2nd of December, 1892, defendant granted to E. a lease of No. 5, Stanley-road for ninety-nine years, from the 25th of March, 1892, at a peppercorn rent for the first year, and thereafter at the rent of £5 per annum paid quarterly. At the date of granting this lease No. 5, Stanley-road was not completed, but the lease was granted to E. to enable him to raise money thereon, which he did by depositing the said lease with the plaintiff by way of security for an advance of £300 and interest. In like manner a lease dated the 22nd of December, 1892, of No. 1, Stanley-road was granted to E. and deposited with the plaintiff to secure another sum of £200 and interest. On the 6th of February, 1894, E. was adjudicated a bankrupt. At this date the houses, Nos. 1 and 5, Stanley-road, were still incomplete. They had front doors, but neither back doors nor windows. On the 21st of February, 1894, a land agent's clerk, instructed by defendant's solicitors, entered each of the said houses and affixed to the front doors thereof a notice to the effect that possession had been taken on behalf of the defendant. Several letters passed between the plaintiff's and defendant's solicitors in reference to this possession, and on the 28th of June, 1894, the plaintiff tendered to the defendant the amount of the ground rent in arrear. This was refused by the defendant, who claimed to be in possession. By a deed dated the 5th of July, 1894, E.'s trustee in bankruptcy, in consideration of £5, assigned to the plaintiff all his interest in Nos. 1 and 5, Stanley-road, and on the 6th of July, 1894, the plaintiff commenced this action, claiming possession of the properties comprised in the leases aforesaid at the rents and under and subject to the leases' covenants in such leases respectively reserved and contained and relief from any forfeiture of the leases in consequence of non-payment of the rents reserved by the leases respectively, or on such terms as the court should think just. Each of the leases contained a proviso for re-entry, enabling the lessor to re-enter on any part of the demised premises in the name of the whole, if the rent should be in arrear for twenty-one days or if there should be any breach of covenant, in which events "the term hereby granted shall absolutely determine." On the 21st of February, 1894, the rent was in arrear, but it was not alleged that any breach of covenant had been committed which would justify the re-entry, and the question was whether, under the above circumstances, the plaintiff was entitled to be relieved from the forfeiture.

STIRLING, J., after stating the facts, delivered a reserved judgment, as follows:—It was admitted in argument by the defendant's counsel that, if on the 21st of February, 1894, the defendant had recovered possession by means of legal proceedings taken against E., the latter or his trustee in bankruptcy would be entitled to be relieved, both under the general jurisdiction of the court and under the statute 4 Geo. 3, c. 28. It was, however, strongly argued that no relief could be given where the lessor had recovered peaceable possession without the assistance of any court, and in support of this contention reliance was placed firstly on the circumstance that no case could be found in which such relief had been given, and, secondly, on the preamble to the 2nd section of the statute just referred to, which was said to amount to a recognition by the Legislature that the right only exists where the demised property has been recovered by legal process. Before dealing with these arguments I will consider the grounds on which such relief was formerly given by the Court of Chancery. [His lordship referred at considerable length to the cases of *Wadman v. Cater* (10 Ves. 67), *Sanders v. Pope* (12 Ves. 282), *Davis v. Warr* (12 Ves. 275), and *Bowyer v. Coley* (1 Ha. 106), and continued:—] These authorities seem to me to establish that the ground upon which the courts of equity formerly gave relief was that the proviso for re-entry was, in the eye of the court simply a security for the rent, and on principle I cannot see that it makes any difference whether the lessor avails himself of such security with or without the assistance of a court of law. It is no doubt remarkable that no reported case appears to have occurred in which relief was given where the landlord re-entered peaceably or without bringing ejectment, but it is to be remarked that re-entry in this way can be but seldom effected. As to the preamble of the statute it is to be remarked that in terms it appears to contemplate the necessity of an ejectment, in every case the existence of cases of peaceable re-entry in vacant possession may have been overlooked, or may have been considered of so infrequent occurrence that their existence did not amount to a grievance. I think then that if the lease had remained vested in E., or his trustee in bankruptcy, he or his trustee would have been entitled to relief. It was said, however, that the right was personal to the lessee, and that relief could not be given to his mortgagee. It is unnecessary to consider whether a mortgagee by virtue of his mortgage, is entitled to relief from a forfeiture (as to which I only refer to *Hare v. Sims* (1893, 1 Q. B. D. 604), in the present case the mortgagee has become bankrupt, and the mortgagee has obtained from his trustee in bankruptcy an assignment of the equity of redemption in consideration of a payment of £5. Now, by section 44 of the Bankruptcy Act, 1883, all property of the bankrupt vests in the trustee, and by section 163 property includes things in action. The right of the bankrupt to be relieved of a forfeiture appears to me to be a thing in action, and to have become vested in the trustee, and the trustee was entitled to sell the right and assign it to a purchaser *Seear v. Lawson* (15 Ch. D. 426, 29 W. R. 45), *Guy v. Churchill* (40 Ch. D. 481, 37 W. R. 504). I think, therefore, the plaintiff is entitled to bring the action, and is also entitled to relief in

respect of the forfeiture.—COUNSEL, *Stirling, J. G. Wood, Solicitors, 11, O. Barker; Flower, Nussay, & Fellows.*

[Reported by ARTHUR MORRIS, Barrister-at-Law.]

HIRSCHLER v. HERTZ & COLLINGWOOD—Stirling, J., 29th May; 21st June.

PRINCIPAL AND AGENT—EXCLUSIVE RIGHT TO IMPORT AND SELL GOODS IN GREAT BRITAIN—AGENT THREATENING PROCEEDINGS AGAINST THIRD PERSONS—INJUNCTION.

This case raised the question whether the defendants were or were not entitled to issue advertisements representing that the defendants were the agents of the plaintiff, and had the exclusive right of importing and selling in Great Britain or elsewhere the *Frank Joseph Bitter Water*, the property of the plaintiff, and to threaten the customers of the plaintiff or other persons with legal proceedings for purchasing, importing, or selling the said Bitter Water from or through any persons other than the defendants. Under or by virtue of certain agreements entered into during the years 1890, 1891, and 1892, between the plaintiff Hirschler and Hertz & Collingwood, the defendants, the defendants were, upon the terms and conditions therein mentioned, appointed sole agents for the plaintiff for the sale in certain countries therein mentioned (comprising Great Britain) of the plaintiff's said Bitter Water. The plaintiff alleged that he had by a notice dated the 13th of September, 1894, determined the agency and the said agreements. On the 17th of May, 1895, the present defendants commenced an action against the present plaintiff claiming a declaration that the said agreements were still subsisting, and an injunction restraining the present plaintiff from selling, and certain other persons from acting as consignees of, the said Bitter Water of the present plaintiff. The defendants had also issued circulars and advertisements representing that they were the sole agents of the plaintiff, and threatening with legal proceedings any person who should buy, import, or sell the said *Frank Joseph Bitter Water* from or through any other persons than the defendants. The plaintiff commenced this action, and upon an *ex parte* application, obtained an interim injunction against the defendants, restraining them from circulating or publishing notices or advertisements in any trade or other journals representing that the defendants were the agents of the plaintiff, or had the exclusive right of importing and selling in Great Britain or elsewhere the said Bitter Water, the property of the plaintiff, and from threatening the customers of the plaintiff or any other persons with legal proceedings for purchasing, importing, or selling the said Bitter Water from or through any other persons than the defendants. The plaintiff now moved for an order continuing such injunction until the trial of the action or further order.

STIRLING, J., said that the question he had to decide was whether the defendants were entitled to publish the advertisements in question, or rather whether they could be restrained by the court from publishing them. Had the defendants in point of fact such rights as those they claimed by the advertisement complained of. These alleged rights raised two classes of questions: (1) As against the plaintiff and the persons appointed by him to act in England, and (2) as against purchasers from the plaintiff and persons other than the defendants. His lordship left the question whether the plaintiffs had validly determined the agreements with the defendants to be decided at the trial. With reference to the threat by the defendants to make other persons parties to any proceedings which they might think fit, if such persons dealt with the plaintiff or the persons whom he might appoint to act in this country, his lordship said that he had very great doubts how such an action could be maintained against such other persons. The rights of the defendants rested on the contract between themselves and the plaintiffs. What rights could they have against purchasers from the plaintiffs with whom they had entered into no contract. It was not like a patent. He was unable to see how they could sustain an action against such purchasers. No authority had been produced that such an action could be maintained, though the point had been to some extent discussed in certain cases relating to trade-marks. His lordship then referred to the judgments delivered in the cases of *Richards v. Butcher* (7 Par. Rep. 288), *Frem v. Waite* (L. R. 4 Q. B. 730), and *Halvey v. Brotherhood* (29 W. R. 9), and said that the question which he had to put to himself was this, Was there any evidence which would convince him that the defendants were making the claim which they made in the advertisement in question, knowing that they had no title, and not in good faith. His lordship considered that he could not come to any such conclusion. Every word of the first part of the advertisement was true, and he held that it was not made out that the defendants were acting maliciously or in bad faith, and his lordship therefore refused to grant an injunction. But at the same time his lordship stated that, in his opinion, the defendants would thenceforth stand in a very different position, and although he made no order upon that application, such refusal of the injunction would be without prejudice to any application which the plaintiff might thereafter make, and he reserved the question of costs until the trial or further order.—COUNSEL, *Groomer Woods, Q.C., and Younger; Hastings, Q.C., and Bilton. Solicitors, Tatham & Lomax; John Hart.*

[Reported by W. SCOTT THOMSON, Barrister-at-Law.]

High Court—Queen's Bench Division.

ECCLESIASTICAL COMMISSIONERS FOR ENGLAND AND OTHERS v. THE ROYAL EXCHANGE ASSURANCE CORPORATION—26th June.

INSURANCE (FIRE)—INSURABLE INTEREST—TRANSFER OF PROPERTY TO

ECCLESIASTICAL COMMISSIONERS.—PUBLICATION IN LONDON GAZETTE.—ECCLESIASTICAL COMMISSION ACT, 1868, ss. 3, 6.

This was an action tried before Charles, J., without a jury, in which the Ecclesiastical Commissioners for England, and the Dean and Chapter of the Cathedral Church of Canterbury, sued the defendant company in respect of a loss under a policy of fire insurance upon a farmhouse and farm buildings known as Brooksend Farm, Birchington, Kent. The facts were not in dispute. The policy was effected by the Dean and Chapter, and the premium was paid up to the 29th of September, 1894. On the 7th of August, 1894, an order in council, ratifying a scheme under the Ecclesiastical Commission Act, 1868, was made, by which land, including the farm in question, was transferred to the Ecclesiastical Commissioners. The order in council was published in the *London Gazette* on the 17th of August. The buildings in question were destroyed by fire either on the evening of the 18th or the morning of the 19th of August. The defence to the action was that the interest of the Dean and Chapter in the subject-matter of the insurance had been determined before the date of the fire, and that the Dean and Chapter had not assigned the policy to the Ecclesiastical Commissioners, and that the defendant company had not agreed to the continuance of the policy after the interest of the Dean and Chapter had determined. The Ecclesiastical Commission Act provides (section 3) that Commissioners are empowered to lay before Her Majesty in council schemes for the transfer to the Commissioners of property of the Dean and Chapter. By section 6: "After the date of the publication of an order in council ratifying any scheme made in pursuance of this Act, and without any further conveyance or act in the law, the property expressed to be thereby transferred shall (so far as the same can be vested by this Act) vest in the transferees and their successors, and (so far as the same cannot be vested) shall be deemed to be held in trust for the transferees and their successors, and the transferees and their successors, shall as far as may be, take the same for the same estate and interest, and subject to the same liabilities for, and subject to which it was held at the said date by the Dean and Chapter or the Commissioners, as the case may be." On behalf of the plaintiffs it was contended that though the Dean and Chapter could not, having regard to the decision of *Ranger v. Preston* (14 Ch. D. 297), be said to hold as trustees for the Ecclesiastical Commissioners, yet the Dean and Chapter had an insurable interest sufficient to entitle them to sue: *Collingridge v. Royal Exchange Assurance Corporation* (3 Q. B. D. 176) and *Onstott v. Preston* (11 Q. B. D. 380) were also referred to.

Charles, J., in giving judgment, said that the action was for money due upon a policy of insurance effected in respect of certain farm buildings. On the 7th of August, 1894, the buildings were transferred by order in council from the Dean and Chapter to the Ecclesiastical Commissioners. It was clear that the effect of sections 3 and 6 of the Ecclesiastical Act, 1868, was that there was a transfer of the building from the Dean and Chapter to the Ecclesiastical Commissioners without any further conveyance, and also without any further conveyance a transfer of other property by way of consideration from the Commissioners to the Dean and Chapter. The whole transaction was therefore complete. Now, the question was whether in the circumstances of this case anybody could sue on this policy. The Commissioners could not sue because there had not been an assignment of the policy to them. It was suggested that the Dean and Chapter could sue, and the case of *Collingridge v. Royal Exchange Assurance Association* had been referred to as being in their favour, but the reason why it had been held that the plaintiff in that case could sue was that at the time of the destruction of the insured premises by fire the conveyance of the property had not been executed, and the purchase money had not been paid. In the present case the vendors had conveyed their properties and had received their consideration, and the case was, therefore, not at all analogous to the one relied on. His lordship on these grounds gave judgment for the defendant company.—COUNSEL, *Bucknill, J.C., and T. T. Paine; Cohen, J.C., and Wood Hill.* SOLICITORS, *White, Borrett, & Co.; Richards, Son, & Nightingale.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

GALT v. DORE—1st July.

PRACTICE—MOTION FOR JUDGMENT—EVIDENCE BY AFFIDAVIT—R. S. C., XXVII., 11.

This was a motion for such judgment as the court considered the plaintiff was entitled to by his statement of claim, the defendant not having entered a defence to the action, and the writ not being so endorsed as to enable the plaintiff on default to sign judgment. Notice had been given to the defendant of these proceedings, but he was not represented when the motion was argued. The facts were these. The action was brought to recover damages for the breach of an agreement entered into between the parties on the 16th of July, 1894, by which the defendant, a merchant trading in London, undertook to supply the plaintiff, who was opening a retail business at Trinidad, with goods on certain terms. The defendant, as security for the goods to be sent out to Trinidad, required to be put in funds by the plaintiff, who accordingly gave him £500 in cash together with a mortgage on his interest under his father's will as well as a mortgage on certain life policies. Shortly after the agreement was made the plaintiff ordered goods to the value of about £1,500, but the defendant only shipped goods to the value of some £150, and neglected and refused, and ever since has neglected and refused to execute the remainder of the order which the plaintiff alleged had seriously damaged his business. Ord 27, r. 11, under which a judgment was sought, direct that "If the defendant makes default in a delivering a defence, the plaintiff may set down the action on motion for judgment, and such judgment shall be given as upon the statement of claim, the court or a judge shall consider the plaintiff to be entitled to." The writ was taken out on the 14th, and the statement of claim was delivered on the 27th of May. The plaintiff in his

pleadings claimed a rescission of the agreement, together with damages for the breach of the covenants to supply goods, an account of the balance of the £500 due to him, and the cancelling of the various mortgages and other securities he had given the defendant. Counsel further asked that the evidence of the plaintiff, who was still resident at Trinidad, as to the goods shipped, might be taken by affidavit instead of commission in order to save expense.

The COURT (WILLS and WRIGHT, JJ.) directed that judgment should be entered for the plaintiff on the terms asked for with costs, leaving the question whether the plaintiff's evidence should be taken by affidavit or not, to be raised before the official referee.—COUNSEL, *Edward Morten.* SOLICITORS, *J. N. Mason & Co.*

[Reported by ERNEST REID, Barrister-at-Law.]

ALLEN AND ANOTHER (Appellants) v. THE LONDON COUNTY COUNCIL (Respondents), 1st July.

METROPOLIS MANAGEMENT—BUILDING LINE—HOUSE SITUATE AT CORNER OF TWO STREETS—CERTIFICATE OF SUPERINTENDING ARCHITECT—FINDING AS TO SITUATION OF HOUSE—JURISDICTION OF MAGISTRATE—METROPOLIS MANAGEMENT ACT, 1862 (25 & 26 VICT. c. 102), s. 75—LONDON COUNTY COUNCIL (GENERAL POWERS) ACT, 1890 (53 & 54 VICT. c. 243), s. 28.

Case stated by a metropolitan police magistrate. A summons was issued against the appellants upon a complaint by the respondents that the appellants did on or about the 13th of November, 1894, unlawfully begin to erect a certain building beyond the general line of buildings on the north-western side of Birchington-road, without the consent in writing of the respondents contrary to section 75 of the Metropolis Management Act, 1862, section 10 of the Metropolis Management and Building Acts (Amendment) Act, 1882, and the Local Government Act, 1888. The facts were as follows: The shop and house to which the complaint related had a frontage of 58 ft. to Birchington-road and 22 ft. to Kilburn High-road. The door of the shop was intended to face towards the Kilburn High-road and the shop front to face partly towards the one road and partly towards the other. The superintending architect to the London County Council had by his certificate fixed the general line of buildings on the north-western side of Birchington-road by reference to the existing buildings thereon. His certificate stated that the building complained of was situate in that road and the plan annexed to and referred to in his certificate shewed that the building extended 16 ft. beyond the prolongation of the building line so fixed. The appellants appealed from the architect's certificate to the tribunal appointed under section 28 of the London County Council (General Powers) Act, 1890, and consisting of one member appointed by the county council, one member by the Council of the Royal Institute of British Architects, and one member by the Council of the Surveyors' Institution, whose decision, according to that section, is to "finally determine the general line of buildings." That tribunal confirmed the certificate. It was contended by the appellants before the magistrate that the certificate had not found that the building was situate in the row of houses on the north-western side of Birchington-road, and that if he had so found he had placed the building in a row of houses in which it was not situate within the meaning of section 75 of the Metropolis Management Act, 1862, and had exceeded his jurisdiction, and further, that the situation of the building in relation to the Kilburn High-road and Birchington-road was identical with the situation of the building in question in *Barlow v. The Vestry of St Mary Abbots* (11 App. Cas. 257) in relation to Kensington High-street and De Vere Gardens, and that that case was a decision in favour of the appellants. For the respondents it was contended that the certificate and decision on appeal therefrom had decided that the building was situate in Birchington-road, and that that decision was binding upon the magistrate. The magistrate was of opinion, having regard to the case of *The London County Council v. Cross* (66 L. J. M. C. 160), that the contentions of the respondents were well founded, and he accordingly found the complaint proved, and ordered the appellants within twenty-eight days to demolish so much of the building as was beyond the general line of buildings on the north-western side of Birchington-road, as defined by the certificate and confirmed by the appellate tribunal. The questions for the court were (1) whether the certificate of the superintending architect decided that the house was situate in the row of houses for which the general line of buildings was determined by the certificate; (2) whether it was the duty of the architect under section 75 to decide and find by his certificate the situation of the appellants' building, and if so, whether his decision and finding were binding on the magistrate. Section 75 of the Metropolis Management Act, 1862, provides that "no building, structure, or erection shall, without the consent in writing of the Metropolitan Board of Works" (now the London County Council), "be erected beyond the general line of buildings in any street, place, or row of houses in which the same is situate . . . such general line of buildings to be decided by the superintending architect to the Metropolitan Board of Works for the time being, and in case any building, &c. be erected or be begun to be erected or raised without such consent," complaint may be made to a magistrate, and a summons issued on which an order for demolition may be made.

The COURT (WILLS and WRIGHT, JJ.) dismissed the appeal.

WILLS, J.—The question raised by this case has been often discussed; we have to say whether it has been actually decided. It is whether the certificate of the superintending architect of the London County Council is conclusive not only as to the general line of buildings in a street, but also as to whether a particular building is in a particular street or not; whether in fact the duty of the architect to decide the general line of buildings in a street in which a house is situated carries with it incidentally the duty of deciding in what street the house is situated. Looking at

the Act of Parliament alone I should have said that this was a matter of fact essential to the decision of the tribunal before whom the case is brought, and that the magistrate ought to have decided it. But the matter has been discussed in several cases, and the result seems to me to be far more satisfactory. We heard a lengthy argument as to whether it is more convenient for the superintending architect or for the magistrate to decide the point, and it seems to me that so far as convenience goes the architect could best decide it. An objection to that view is that the tribunal of appeal (constituted under the London County Council (General Powers) Act, 1890, is not a proper body to decide an appeal from the architect upon this question, because one of the members of that tribunal is appointed by the County Council, who is a party to the appeal. This objection, it may be added, will no longer apply where the appeal is under the London Building Act, 1894 (57 & 58 Vict. c. 213): see sections 25, 29, and 175 of that Act. The state of the authorities on the question is this: In 1886 the matter was discussed before the House of Lords in *Barlow v. The Vestry of St. Mary Abbots*, but it was not necessary to decide it. Lord Watson, however, expresses the opinion that the question whether a building is in a particular street has been entrusted to the superintending architect; Lord Bramwell vigorously criticizes that view, and states his opinion that the matter is one for the decision of the magistrate; Lord Fitzgerald agrees with Lord Watson. The judgment of Lord Herschell is said by A. L. Smith, J., in *The London County Council v. Cross* to be to the same effect as that of Lord Watson; it is difficult to say what opinion on this point is expressed by Lord Herschell, but I think that his view rather agreed with that of Lord Bramwell. Then in *The London County Council v. Cross* Denman and A. L. Smith, JJ., came to the conclusion that the question was for the decision of the superintending architect. Their decision was reversed by the Court of Appeal upon another point, but their opinion upon this point remains untouched. I need hardly say that that opinion has great weight with us, although it is not binding, and I would rather follow the view of Lords Watson and Fitzgerald and the two learned judges than my own. For these reasons I think that our judgment must be for the respondents.

WRIGHT, J.—I agree, but I do so entirely out of deference to the judgments of Denman and A. L. Smith, JJ., in *The London County Council v. Cross*, although I do not think that Lord Watson in *Barlow v. St. Mary Abbots* went so far as those two learned judges say that he did.

WILLS, J.—As to the questions which we are asked to decide, I think that the superintending architect must be taken to have decided that the appellants' house is situate in Birchington-road and that that decision was binding on the magistrate. Judgment for the respondents.—COUNSELL, Channell, Q.C.; Horace Avery and F. F. Daldy. SOLICITORS, *Last & Son; W. A. Blackland*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. v. SLADE—26th June.

SUMMARY JURISDICTION—LIMITATION OF TIME FOR MAKING COMPLAINT—CONTINUING OFFENCE—JERVIS'S ACT (11 & 12 VICT. c. 43), s. 11—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. c. 76), s. 5 (9).

Rule nisi for writ of *certiorari* to remove a conviction by a metropolitan police magistrate into the High Court for the purpose of quashing it. Mr. Saunders was convicted upon a summons by the sanitary authority under section 5, sub-section (9) of the Public Health (London) Act, 1891, of having knowingly and wilfully acted contrary to a closing order under that Act for a period of 193 days expiring on the 12th of August, 1894. The penalty imposed by that sub-section is "a fine not exceeding forty shillings a day during such contrary action." The magistrate by the conviction imposed a penalty of £9 13s., being one shilling for each day of the 193 days. The rule nisi was obtained on the ground that the conviction was bad on the face of it by reason of the provisions of the 11th section of Jervis's Act (11 & 12 VICT. c. 43) that "in all cases where no time is already or shall hereafter be specially limited for making any such complaint" (viz., a complaint upon which a justice may make an order for the payment of money or otherwise) "or laying any such information in the Act or Acts of Parliament relating to each particular case, such complaint shall be made and such information shall be laid within six calendar months from the time when the matter of such complaint or information respectively arose." In shewing cause against the rule it was contended that the offence for which Saunders was convicted was one offence continuing up to the 12th of August, and that, although the penalty was fixed at a certain sum per day, it was to be treated as one penalty for one offence, and the period provided by Jervis's Act had not been exceeded.

THE COURT (WILLS and WRIGHT, JJ.) made the rule absolute.

WILLS, J.—We need not call upon Mr. Saunders. This conviction is clearly wrong: it is impossible to read it without seeing that Mr. Saunders has been summoned and has been convicted for an offence committed *de die in diem*, and the magistrate has assessed the penalty for each of the days, the result being that the period of six months allowed by Jervis's Act has been exceeded by eleven days. We cannot split up the conviction and say that it is for the six months and for a further period, and that that further period is to be disregarded.

WRIGHT, J., concurred.—COUNSELL, F. DALL. SOLICITORS, R. J. Tickle; Mr. Saunders in person.

[Reported by T. R. C. DILL, Barrister-at-Law.]

UNION MARINE INSURANCE CO. (LIM.) v. BORWICK—20th June.

MARINE INSURANCE—COLLISION—INSURANCE AGAINST LOSS THROUGH COLLISION WITH PIER OR SIMILAR STRUCTURE—VESSEL DRIVEN AGAINST TOP OF BREAKWATER.

This was an action in the commercial list tried before Mathew, J., with-

out a jury. The plaintiffs were original insurers of two vessels called *The Kirkmichael* and *The Ouse*, both of which sustained casualties in December, 1894, resulting in each case in a total loss. The plaintiffs had effected a re-insurance with the defendant, an underwriter at Lloyd's, by means of a collision contract. The question before the court was whether, on the facts of the case, the defendant was liable to the plaintiffs under clause 3 of the contract, which was in the following terms: "Against risk of loss, or damage through collision with any other ship or vessel, or ice, or sunken or floating wreck, or any other floating substance, or harbours, or wharves, or piers, or stages, or similar structures, and including any running down clause, as per original policies." (The contract also contained the following clause: "In the event of any dispute or misunderstanding, the same to be decided by arbitration, other than legal, under the provisions of the Arbitration Act, 1889," but the parties agreed to waive this clause and to try the case in the commercial court.) The barque *Kirkmichael* left Liverpool with a general cargo on the 20th of December, 1894, bound on a voyage thence to Melbourne. On the 21st of December, owing to heavy weather the master decided to run back for Holyhead, and on the following day the vessel was driven upon the Holyhead breakwater and became a total loss. On the 30th of December the barque *Ouse*, while on a voyage from the West coast of S. America to Liverpool with a cargo of nitrate, was driven upon the breakwater at or near the same place as *The Kirkmichael*, in consequence of which all her officers and crew perished, and she also became a total loss. In both cases the plaintiffs paid their assured a total loss, and now claimed against the defendant, under the collision contract referred to above. A description of the Holyhead breakwater appears from a pamphlet published by a Mr. Hayter, which formed part of the agreed statement of facts, there being no pleadings in the action. The superstructure of the breakwater was built upon a rubble mound consisting of about 7,000,000 tons of loose stones which had been tipped into the original Holyhead Harbour. At the level of low water, the average depth of which is ten feet, the mound is nowhere less in width than 250 ft., and is about 450 ft. wide at the base. The inclination of the slope from low water to the superstructure is generally about twelve to one, and this inclination continues to 1 ft. or 2 ft. below low water mark when the mound assumes a slope of five to one to about 10 ft. below low water mark and about two to one from that point to the bottom. *The Kirkmichael* drifted broadside on to the rubble mound striking it with her keel, and lay exactly 42 ft. from the perpendicular face of the jetty, a short distance from the point of the breakwater, which was two miles in length. *The Ouse* also drifted broadside on to the mound and completely broke up shortly after striking it. For the defendant it was contended that (1) the rubble mound or toe of the breakwater was not within the words of the clause it being really the same thing as a part of the foreshore; (2) there was no collision, but that the vessels were lost through going aground or stranding.

MATHEW, J., said that the argument of the defendant's counsel would have been an excellent one if the words of the clause had simply been "loss through collision," but the clause was far more extensive than that, for it specified the different things with which there might be a collision. The words applicable to this case were "harbours or wharves or piers or stages or similar structures." It appeared to him that the pier, the breakwater, and the "toe" were one and the same structure. The "toe" was essential to the permanence and safety of the jetty, and was covered by the words of the clause. He could not follow the refined distinction drawn between striking and collision. He was of opinion that what happened to these vessels was within the words of the contract, and there would, therefore, be judgment for the plaintiffs.—COUNSELL, Bigham, Q.C., and Carver; Joseph Walton, Q.C., and J. A. Hamilton. SOLICITORS, Field, Roscoe, & Co., for Batesons, Warr, & Wilmshurst, Liverpool; Waltons, Johnson, Budd, & Wharton.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

GRAY'S INN.—The following gentlemen were called to the bar on the 26th of June:—Damodar Vivayak Kirtane, of Bombay University, the second surviving son of Vivayak Janardan Kirtane, of Poona, India, deceased Prime Minister of Indore; George Blaiklock, of Simcoe, Meynell-crescent, South Hackney, Middlesex, the third son of John Muirgrave Blaiklock, deceased; Frederick Charles Frampton Stallard, B.A., of Merton College, Oxford, the third son of the late William Henry Stallard, of Glenside, Hampstead, in the county of Middlesex; and Mohamed Kabiruddin, of Mahaboot College, the fourth son of Mouli M. Bakir, of Ahmednager, in the Bombay Presidency, India.

LEGAL NEWS.

OBITUARY.

Mr. WALTER MOLESWORTH ST. AUBYN, barrister, died on Saturday last. He was the son of the Rev. Hender Molesworth St. Aubyn. In 1890 he was returned as member for the borough of Helston, and represented it until it was absorbed in the Truro Division. He was defeated on standing for the enlarged constituency in 1885. He practised on the Western Circuit for about thirty years.

APPOINTMENTS.

The Right Hon. HENRY HARTLEY FOWLER, M.P., has been appointed a Knight Grand Cross of the Star of India.

Mr. E. S. HORN, barrister, Charity Commissioner, has been appointed a Companion of the Bath.

The Hon. E. CHANDOS LEIGH, Q.C., Counsel to the Speaker, has been appointed a Companion of the Bath.

Mr. HARDINGE F. GIFFARD, barrister, has been appointed Private Secretary to the Lord Chancellor and Secretary of Commissions of the Peace.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

WILLIAM AUGUSTUS GEARE, HENRY CEDIL GEARE, and CHARLES PEASE, solicitors (Geare, Son, & Pease), 57, Lincoln's-Inn-fields. June 30. The said William Augustus Geare retires from the business. The said Henry Cedil Geare and Charles Pease will continue to carry on business under the same name. [Gazette, July 2.]

GENERAL.

Lord Halsbury was sworn in as Lord Chancellor in the Court of Appeal on Wednesday.

The Exchange Telegraph Company is informed that Sir Henry James will take the title of Lord Aylestone of Hereford.

An application (says the *St. James's Gazette*) was made on Wednesday before the Judicial Committee of the Privy Council to fix the date of an appeal to that body to suit the convenience of counsel who were seeking election to the new Parliament. Lord Herschell said the board would be sitting till the 19th of August, and any date till that day might be decided upon. He believed the election would be all over in a month. Ultimately the 18th of August was the date fixed upon.

At the Swansea Assizes on Wednesday, before Mr. Justice Collins, Charles Norton, solicitor, was indicted under 24 & 25 Vict. c. 96, s. 80, for having, while trustee of certain property for the use and benefit of certain members of a family named Cradock, converted and appropriated to his own use and benefit certain legacies and proceeds of property, being the result of investments realised and property sold belonging to the beneficiaries under the wills of Mr. and Mrs. John Cradock, with intent to defraud. The jury, after a brief deliberation, found the prisoner guilty on all the counts of the indictment except one. Mr. Justice Collins passed sentence on the prisoner of five years' penal servitude.

Mr. J. Wallis Davies writes to the *Times* as follows:—"I find an incredible amount of confusion existing throughout the country as to the 'administration' and 'keeping of accounts' of parochial charities under the Parish Councils Act. The confusion has developed in consequence of the insertion of the word 'charities' (without any explanation) on pp. 12 and 13 of Form B in the financial statement recently issued by the Local Government Board. A large number of parish councils have assumed that, by virtue of the Local Government Act, 1894, all parochial charities are transferred to the parish council as a body, and in many parishes the councils have appointed 'charity committees' for the administration of the charities. This is wrong. I am only aware of two cases in which the parish council has control over the administration of so-called charities—viz., under section 5 (2, O) and 6 (1, C III.) of the Local Government Act, 1894, where the property therein mentioned becomes vested in the parish council as a body by operation of the Act and also by section 14 (1), where certain property can be transferred to the parish council with the consent of trustees and council, and subject to the approval of the Charity Commissioners. With regard to all other parochial charities which are commonly known and spoken of as charities, the council has nothing whatever to do beyond appointing trustees and directing the manner in which the names of beneficiaries of dole charities shall be annually published. The council has no right to interfere with the trustees in their administration of the trusts, nor has it anything to do with the charity accounts beyond seeing that they are annually submitted to the parish meeting under section 14 (6)."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, July.....	Mr. Jackson	Mr. Lave	Mr. Rolt
Tuesday.....	Clowes	Carrington	Farmer
Wednesday.....	Jackson	Lave	Rolt
Thursday.....	Clowes	Carrington	Farmer
Friday.....	Jackson	Lave	Rolt
Saturday.....	Clowes	Carrington	Farmer
	Mr. Justice STIRLING.	Mr. Justice KENNEDY.	Mr. Justice ROLFE.
Monday, July.....	Mr. Ward	Mr. Pugh	Mr. Godfrey
Tuesday.....	Farnborough	Beal	Leach
Wednesday.....	Ward	Pugh	Godfrey
Thursday.....	Farnborough	Beal	Leach
Friday.....	Ward	Pugh	Godfrey
Saturday.....	Farnborough	Beal	Leach

WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADVENTURERS' SYNDICATE, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and particulars of their debts or claims, to Alexander Hayes Singleton, 23, Throgmorton st. Smith, Coleman st, solor
COUNTRY HOTEL CO (ROTHBURY), LIMITED—Creditors are required, on or before July 27, to send their names and addresses, and particulars of their debts or claims, to Thomas Gillespie, 54, Westgate rd, Newcastle upon Tyne. Ryott & Swan, solors to liquidator
CROMWELL GOLD CO, LIMITED—Creditors are required, on or before Aug 10, to send their names and addresses, and particulars of their debts or claims, to James Durie Pattullo, 31, 33 Swinburn's lane. Burn & Berridge, Old Broad st, solors to liquidator
CUMFARR SILICA BRICK CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 28, to send their names and addresses, and particulars of their debts or claims, to Samuel Taylor, 3, Temple bldg, Goat st, Swansea
DISC CHURN CO, LIMITED—Petn for winding up, presented June 22, directed to be heard on July 10. Slaughter & May, 18, Austin Friars, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 9.
EMMA CO, LIMITED—Creditors are required, on or before Saturday, Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Snell, 1 and 2, George st, Mansion House. Greenup, 1 and 2, George st, Mansion House, solors to the liquidator.
PATENT AXLE BOX AND FOUNDRY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 12, to send their names and addresses, and the particulars of their debts or claims, to John Herbert Hackett, 14, Waterloo st, Birmingham.
PROVINCIAL MUSIC HALL CO, LIMITED—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to Alfred Chew, Hanley, Stafford. Paddock & Sons, Hanley, solors to the liquidator.

UNLIMITED IN CHANCERY.

E. J. WRAGO—Petn for winding up, presented June 25, directed to be heard on July 10. Timbrell & Deighton, 44, King William st, London Bridge, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 9.

FRIENDLY SOCIETIES DISSOLVED.

MIDDLEBROUGH COAL SUPPLY SOCIETY, LIMITED, 4, Vaughan st, Middlebrough. June 22. PARK LANE COLLIERY FURNACE SOCIETY, LIMITED, 4, Vaughan st, Middlebrough. June 22. TRUE FEMALE IVORITES SOCIETY, Harlech R.R.O., Merioneth. June 22. UNITED PROVIDENT SOCIETY, Dolphin Inn, Moretonhamstead, Newton Abbot, Devon. June 22.

London Gazette.—TUESDAY, JULY 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAYE HILL SAILING SHIP CO, LIMITED—Creditors are required, on or before Aug 14, to send their names and addresses, and particulars of their debts or claims, to James Moorhead, Billiter sq bldg. Field & Co, Liverpool, solors for liquidator
E. J. WRAGO, LIMITED—Petn for winding up, presented June 25, directed to be heard on July 10. Young & Sons, Mark lane, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 9.
INTERNATIONAL COMMERCIAL CO, LIMITED—Petn for winding up, presented June 21, directed to be heard on July 10. A. H. Fryer, 61 James st, Bedford row, solor for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 9.
MILLWALL LEAD CO, LIMITED—Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Walker, 17, Philpot lane. Gedge & Co, solors to liquidator
PROPRIETARY GOLD RECOVERY CO, LIMITED—Petn for winding up, presented June 28, directed to be heard before Vaughan Williams, J., on July 10. Gruggen & Williams, Craven st, Strand, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 8.
UNITED MEXICAN MINING CO, LIMITED—Creditors are required, on or before July 27, to send their names and addresses, and particulars of their debts or claims, to Walker Leigh Hunt, 3, 61 Winchester st. Robinson, 4, Throgmorton avenue, solor for liquidator
WHEELER & GEE, LIMITED—Creditors are required, on or before July 30, to send their names and addresses, and the full particulars of their debts and claims, to Charles Edwin Dover, 31, Queen st, Cardiff

FRIENDLY SOCIETY DISSOLVED.

FEMALE FRIENDLY SOCIETY, Sunn Inn, Gotham, Nottingham. June 22

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 21.

ARKELL, WILLIAM, Surbiton, Gent July 31 Winterbothams & Gurney, Cheltenham
BAILY, ELIZABETH CHARLOTTE, Croydon July 27 Caprons & Co, Saville pl
BAILY, MARY, Ketter Aug 1 J & S F Pope
BAILY, WILLIAM, Hoxton Hill, Gent July 25 Young & Co, St Mildred's comst
BARBATT, SARAH HESTER, Drigg, Cumbd Aug 12 Ridgway & Womley, Warrington
BEALE, THOMAS, Brighton July 13 Mirans, Brighton
BLACKMAN, CHARLES, Hove, Brighton, Fishmonger July 25 Hy Nye, Brighton
CARTWRIGHT, ALBERT ROLANDS, Sunbury Aug 1 Pools & Robinson, Union court
CASTLE, JOSEPH, Groser, Handsworth July 27 Bagshaw & Co, Sheffield
CHAMFLEY, ROBERT, Scarborough, Esq Aug 5 Turnbull & Moody, Scarborough
COOPER, WILLIAM VOOCH, Richmond, Gent Aug 24 Hewett, Reading
DAUBERT, ELEANOR, Hove, Brighton July 31 Winterbothams & Gurney, Cheltenham
DICKINSON, RICHARD ELIUS, Bradford Aug 12 Newlands & Newlands, Jarrow on Tyne
DRUMMOND, ANN, Portsea July 21 Blake & Co
DUMAS, EDOUARD, Derby, Gent July 30 Dumas, South sq, Gray's inn
EAST, CHARLES, Dover July 29 Mowll & Mowll, Dover

ESSENDECHER, BARONESS VON, St Leonard's on Sea July 20 Carlem, St Leonard's on Sea
 FENNER, EDWIN, Bristol, Furniture Dealer Aug 10 Press & Inskip, Bristol
 FRICK, CARL FREDERICK GILIUS, Gloucester st, Clerk July 14 Marshall & Haslip, Martin's lane
 GABLES, BENJAMIN, West Hartlepool, Master Mariner Aug 6 Faber & Co, Stockton on Tees
 GASKELL, CHARLES EDWARD, Bournemouth July 20 Harrison & Robinson, Strand
 GIBSON, Rev JAMES, Kendal July 26 Watson & Chorley, Kendal
 GILBERT, CHARLES, and SARAH ANN GILBERT, Maidstone July 17 Day, Maidstone
 GREEN, HENRY, Birmingham, Gent July 20 Jobson, Dudley
 GREEN, OCTAVIUS, Leadenhall st July 31 Johnson, Parliament at
 HARDWICK, CATHERINE, Birkdale July 27 W & R Ascroft, Preston
 HARRISON, SARAH, Surrey July 20 Harrison & Robinson, Strand
 HOLE, JAMES, Westminster July 24 McKenna & Co, Basinghall st
 HUGHES, HENRY CHARLES, Portsmouth, Furniture Dealer Aug 5 Cousins & Burbidge, Portsmouth
 JONES, THOMAS, Cambridge, Grocer Aug 1 Burrows, Cambridge
 KENNARD, Rev ROBERT BRUCE, Blandford, Dorset Aug 1 Moon & Co, Lincoln's inn fields
 KINGSFORD, JAMES, Sydenham hill, Gent July 27 Kingsford & Co, Essex st, W C
 LAKEMAN, JANE, Modbury, Devon, July 31 Rogers, Modbury
 LANE, EMMA, Kentish Town July 20 Burns & Wykes, Lincoln's inn fields
 MADLEY, WILLIAM, Worcester, Gent July 26 Leigh, Manchester
 McLELLAN, DONALD, South Kensington, Jeweller July 2 Bircham & Co, Parliament at
 MALTON, JOHN, Old Kent rd, Hotel porter July 6 Stokes, Bedford row
 MOKES, ROBERT, Lichfield, Farmer Aug 1 Herbert Russell, Lichfield
 NICOL, ANDREW, Newcastle upon Tyne, Master Mariner July 31 Brown, Newcastle upon Tyne
 NICHOLLS, WILLIAM ALFRED, Wandsworth, Gent July 18 Robins & Co, Lincoln's inn fields
 OAKES, THOMAS, Chester, Farmer Aug 1 Bate, Cheshire
 OLIVER, HENRY, Orwell, Cambridge, Butcher July 31 Ginn & Matthews, Cambridge
 PALEY, JOHN, Bury St Edmunds, Esq Aug 1 Taylor & Co, Bradford
 PORTER, RUSSELL, Newent, Gent July 1 Price, Newent
 RICHARDSON, HARRIET, Wallington, Surrey July 23 Skewes-Cox & Co, Lancaster place
 RITCHIE, MATILDA, East Dulwich grove July 25 C and E Woodroffe, Great Dover street
 SMITH, WILLIAM, Herne Hill, Commission Agent July 18 Venn and Woodcock, New Inn
 SMITH, MILES HENRY, Marylebone July 22 Denton & Co
 VENES, GOEN, Sussex, Farmer July 25 Johnson & Son, Midhurst
 WHELAN, LOUISA ANN, Finsbury park July 29 Mowll & Mowll, Dover
 WHITE, ALFRED, Baffron hill Aug 1 Keen & Co, Knightbridge st
 WHITTINGHAM, GEORGE WILLIAM, Blackpool, Gent July 23 Page, Manchester
 WILSON, THOMAS, Charing cross July 20 Butterworth, St Paul's churchyard
 WOODS, JOHN, Richmond, Baker July 23 Skewes-Cox & Co, Lancaster pl
 WOOD, FRANCES LETITIA JANET, Liverpool Aug 1 Cornish, Liverpool

London Gazette.—TUESDAY, June 25.

ASH, GEORGE, Brightingsea, Essex, Hotel Proprietor July 31 Jones & Son, Colchester
 BAGNALL, JOHN, Manchester July 22 Preston & Son, Manchester
 BARKER, GEORGE HENRY, Liverpool July 31 Koderick & Co, Liverpool
 BATTERSBY, JANE, Southport Aug 1 Mawdale, Southport
 BEDFORD, JOHN, Liverpool, Felt Manufacturer Aug 20 Toulmin & Co, Liverpool
 BIRCH, THOMAS DEWEY, Woodford, Clerk July 24 Vickery, Old Jewry
 BOLTON, THOMAS, Tasmania, Labourer July 20 Blyth & Co, Old Broad st
 BOOTE, FREDERICK, Penistone, York, Corn Miller Aug 1 Smith & Co, Penistone
 BRADLEY, HENRY, Penistone, York, Innkeeper Aug 1 Smith & Co, Penistone
 BROWN, ANNE, Exmouth July 10 Petherick & Sons, Exmouth
 CHESHIRE, JOHN, Aston, Warwick, Clerk July 26 Wathall, Birmingham
 COOK, ANN, Bures St Mary, Suffolk July 24 Pettitt, King's Arms yd
 CROLAND, WILLIAM, Southport, Gent Aug 1 Vaudrey, Manchester
 DAVIES, HENRY CHARLES, Chester, Commercial Traveller July 20 Tibbits, Liverpool
 DRYOT, MARY JANE, Ryde, I W July 31 Darley & Cumberland, John st, Bedford row
 ENGLAND, EMMA, Ratley July 31 Kilby & Mao, Banbury
 EZRA, AARON, Brighton Aug 1 Lamb & Gates, Brighton
 FORREST, BARTOLOMEO ESTEBAN MURILLO, Clitheroe, Photographer July 6 Lancaster, Clitheroe
 GERRARD, STRICKLAND, Shepherd's Bush, Gent July 20 Oldfield & Co, Telegraph st
 GODDARD, HANNAH, Hayfield July 31 Johnsons, Stockport
 HALL, WILLIAM HENRY, Pembroke, Captain July 20 Paterson & Co, Lincoln's inn fields
 HARE, ROBERT CHARLES, Sussex, Farmer Aug 1 Lamb & Gates, Brighton
 HARGREAVES, WILLIAM, Hartgate, York, Gent Aug 1 Gaunt & Co, Bradford
 HART, CHARLES, Waterloo, Lancaster Aug 20 Toulmin & Co, Liverpool
 HATTON, CHARLES, Cannon st, Iron Merchant Aug 10 Macarthur & Co, King st
 HARWOOD, EDWARD HARDIE, Saltash, Cornwall, Admiralty Clerk July 25 Jannet Lucy Mungam, Edith rd, Bannagate
 HUNT, ALFRED HENRY, Bournemouth, Esq, Solicitor July 31 Hunt & Co, Bournemouth
 HUTCHINSON, FRANCIS, Thirsk, Yeoman July 22 West, Thirsk
 HOSKWOOD, FRANK, Emma, Essex Aug 1 Foster & Co, Lincoln's inn fields
 JACKSON, WILLIAM, Hartgate, York, Wine Merchant July 31 Dixon & Co, Sunderland
 JONES, WILLIAM, Plumstead, Gent July 22 Watts & Habershon, Woolwich
 KIRKLAND, WILLIAM, Derby, Cartw July 25 Eldon & Son, Derby
 LESTER, JOHN, Gateshead, Gent July 25 Davidson & Barker, Jarrow on Tyne
 LOWRIE, GEORGE, Sydenham, Accountant Aug 6 Marchant & Co, George yard
 MARTIN, JAMES, Enford, Wilts, Farmer July 14 Dixon, Pewsey

MARTIN, WILLIAM LANGLEY, Enford, Wilts, Farmer July 14 Dixon, Pewsey
 MELLOR, THOMAS, Ashborne, Derby, Gent July 15 Bamford & Co, Ashborne
 MILLINGTON, HARRIET, Walkley, Sheffield July 23 Alderson & Co, Sheffield
 MILLINGTON, JOHN, Walkley, Sheffield, Estate Agent July 23 Alderson & Son, Sheffield
 NELSON, JOHN, Durham, Saddler July 22 Chapman & Son, Durham
 PATRICK, CHARLES, Lancaster, Esq Aug 26 Preston, Blackburn
 PRANONELL, SILAS, Plumstead July 22 Watts & Habershon, Woolwich
 PRYOR, ANN AUGUSTA, Hillsbro', Sheffield July 20 Stacey, Sheffield
 ROBERTS, Miss FANNY, Carnarvon July 1 Jones, Carnarvon
 ROCHFORD, THOMAS, Sotton Coldfield, Warwick, Saddler July 24 Hinds, Stourbridge
 ROGE, JOHN, Salisbury July 31 Hodding & Jackson, Salisbury
 SMITH, WILLIAM THOMAS, Cambrid, Esq July 31 Shipman & Milne, Manchester
 SPOFFORD, AGNES CHRISTIANA, Crouch Hill July 26 Bunde & North, Basinghall st
 STEAD, CHRISTOPHER, Plymouth, Gent Aug 6 Dobell & North, Plymouth
 TALBOT, LAURENCE, Clayton Is Mocrs Aug 10 Britcliffe, Accrington
 THORNTON, THOMAS, Dewsbury, Joiner July 6 Blakeley & Clough, Dewsbury
 TOMLINSON, EZRA, Dewsbury, Innkeeper July 6 Blakeley & Clough, Dewsbury
 VAUGHAN, WILLIAM, Lewisham, Esq July 31 Bridgman & Willocks, College hill
 VULLIANT, BENJAMIN LEWIS, Lower Seymour st, Esq Aug 2 King, Ipswich
 WILD, JANE, Atinley, Leeds July 20 Lupton & Fawcett, Leeds
 WILKINSON, WILLIAM, Queensbury, York Corn Dealer Aug 1 Gaunt & Co, Bradford

London Gazette.—TUESDAY, June 25.

ARCHBOLD, THOMAS, Boscombe, Gent Aug 1 Hartman & Co, King st, Cheapside
 ASH, THOMAS, Canterbury, Gent July 20 Farley, Canterbury
 BEDSON, GEORGE, Stoke upon Trent, Labourer July 31 Fifield Holton, Stoke upon Trent
 BETTING, JULIA GILBERT, St John's Wood, Musical Artist Aug 1 Gadsen & Treherne, Bedford row
 BROOKS, JOHN RICHARD, Melmerby, nr Thirsk, Gent July 31 Armitage & Co, Huddersfield
 COCKERT, JOHN HENRY, Southampton, Esq, JT, July 29 Sharp & Co, Southampton
 CURTIS, WILLIAM, Holderness, York Aug 5 England & Co, Hull
 DALGLISH, ANTHONY JAMES, Flint, Gent Aug 1 Snowball & Co, Liverpool
 DAY, THOMAS, Snodland, Kent Aug 1 Morse & Co, Walbrook
 EISENHORN, PAUL FERDINAND, Hampstead, Merchant Aug 6 Rehders & Higgs, Minsing lane
 GARLICK, THOMAS HALL, Kidderminster, Gent Aug 1 Talbot, Kidderminster
 GRUNDY, CHARLES, Misterton, Farmer July 13 Hayes & Sons, Gainsborough
 GUTHRIED, CHARLES, Poole, Dorset, Licensed Victualler Aug 1 Trevanion & Co, Poole
 HAWKINS, CHARLES, Portsea, Outfitter Aug 3 Bramson, Portsmouth
 HAYWARD, BETSY MARY MARGARETTA, Kingston on Thames Aug 9 Whately & Co, New Inn, Strand
 HOLT, SAMUEL, Runcorn, Chester, Draper Aug 9 Burton, Runcorn
 HUTCHINSON, EDWARD, J P, West Derby, Corn Miller Aug 14 J Labron Johnson, Liverpool
 JACKSON, EDWARD TROTTER, Rochford, Bank Manager Aug 16 W & F Grogan, Southend
 JACKSON, JOHN, Denton, Lancaster July 16 Smith, Hyde
 JAGER, JANE, Holmfirth, York July 31 Turner, Huddersfield
 JONES, THOMAS, Treorky, Glam, Store Manager Aug 1 Williams, Cardiff
 KIDSON, JOHN, Sunderland, Gent July 31 Kidson & Co, Sunderland
 LYNCH, MARY ELIZABETH, Fitzroy sq Aug 1 Becher, Bedford row
 MACKENZIE, DANIEL, Kensington, Esq Minet & Co, King William st
 MALCOLM, ELIZABETH MITCHELL, Gwendwr rd July 20 Murray, Clement's inn
 MARSDEN, MARY, Leeds July 27 Lamb, Leeds
 MEACOCK, THOMAS DURRAN, Hammermith July 5 Marshall & Co, Hammermith
 MILLINGTON, THOMAS, Gedling, Notts Aug 12 Maples & McCraith, Nottingham
 MORROW, Rev THOMAS KNOX MAGEE, Barwick, nr Yeovil, Clerk Aug 1 Newman & Co, Yeovil
 OMEROD, JOHN HOWORTH, Birkdale, Lancs, Gent Aug 7 Yates, Southport
 PEWSEY, Mrs AMELIA POORE, Wilts July 20 Dixon, Pewsey
 POTTS, ELIZABETH, Cambridge Aug 1 Eaden & Spearling, Cambridge
 POTTS, WILLIAM, Cambridge, Brewer Aug 1 Eaden & Spearling, Cambridge
 PULLEN, ELIZABETH ANN, Cardiff July 5 Cousins, Cardiff
 ROBERTS, FANNY, Carnarvon July 1 Jones, Carnarvon
 ROBERTSON, ADAM, Alnwick, Wine Merchant Aug 1 Dickson, Alnwick
 SEARREANT, THOMAS HURST, Wandsworth rd, Gent Aug 1 Lucas & Sons, Victoria Embankment
 SHEPARD, ELIZA, Churchill, Somerset July 29 Rogers Ford, Weston super Mare
 SHAWMAN, ELIZABETH, Ealing Aug 1 King & Co, Queen Victoria st
 SKIPPON, SAMUEL STACY, Liscard, Chester, Doctor July 29 Pontifex & Co, St Andrew at Holborn circus
 SMITH, EDWARD, Rochdale, Draper Aug 1 Brierley & Hudson, Rochdale
 SMITH, SAMUEL WASTAFF, Brighton, Esq Aug 12 Howlett & Clarke, Brighton
 TALBOT, JOHN ARTHUR, Newtown, Montgomery, Solicitor Aug 1 Talbot, Kidderminster
 THOMSON, HANNAH, Cheltenham July 31 Titchhurst & Sons, Cheltenham
 WALKER, ELIZABETH, Bowdon, Westmoreland Aug 1 George Galey, Westmoreland
 WARNER, EDWARD BROOKS, Copthall court, Stockbroker Aug 1 F I & J O Warner, Winchester
 WAY, SAMUEL STEPHENSON, Portsmouth, Brick Manufacturer Aug 16 Cousins Prior, Portsmouth
 WHITE, LEWELLYN, Gloucester, Gent Aug 10 Tennyson & Co, Bristol
 YOUNG, JOHN, Norham on Tweed, Builder July 20 Percy, Alnwick

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. B. C., 76, Cheapside, London.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JUNE 28.

RECEIVING ORDERS.

ASHWORTH, JOHN, Manchester, Jeweller Manchester Pet May 27 Ord June 26
 BATEMAN, HENRY, Whittoncliffe, nr Thirsk, Innkeeper Northallerton Pet June 25 Ord June 25
 BATT, EDWARD, Loose, Kent, Butcher Maidstone Pet June 25 Ord June 25
 BELLAIR, KENNETH FRANKLIN, Bucklersbury High Court Pet April 26 Ord June 25
 BOUVIER, JOHN AUGUSTUS SKELL, New Bond st High Court Pet June 5 Ord June 24
 BOWER, ARTHUR DE COURCY, Dances inn, Strand High Court Pet April 8 Ord June 25
 BROOKES, JOHN ATKINSON, Cottingham, nr Kingston upon Hull, Saddler Kingston upon Hull Pet June 24 Ord June 26
 BROWN, HARRY, Warrington, Joiner Warrington Pet June 25 Ord June 26
 BROWN, BENJAMIN WEBSTER, Kingland rd, Licensed Victualler High Court Pet May 29 Ord June 25
 CHARLES BURNETT & Co, Chandos st, Publishers High Court Pet June 12 Ord June 24
 CHAMBERS, COLLINS, and HAIGH LOHN, Huddersfield, Woollen Merchants Huddersfield Pet June 24 Ord June 24
 CHAMBER, WILLIAM HENRY, Farnworth, Lancs Bolton Pet June 25 Ord June 25
 COLEY, WILLIAM BROOKES, Kildermister, Grocer Kildermister Pet June 22 Ord June 23
 COLLIER, JOHN CHARLES, Shafnal, Salop, Coachbuilder Madeley Pet June 26 Ord June 26
 CRAWFORD, JAMES HAMILTON, Regent st, Club Proprietor High Court Pet June 5 Ord June 24
 CROUCHLEY, SAMUEL, Walsall, Staffs, Baker Walsall Pet June 25 Ord June 25
 DICKINSON, THOMAS, Westleigh, Lancs, Farmer Bolton Pet June 25 Ord June 25
 DOWSON, JOHN VENTRESS, Newcastle on Tyne, Draper Newcastle on Tyne Pet June 25 Ord June 25
 FRANCIS, JOHN, Bridgend, Glam, Fishmonger Cardiff Pet June 25 Ord June 25
 GARDNER, EDWIN, Cannock, Staffs, Baker Walsall Pet June 25 Ord June 25
 GIBBONS, JOHN WILLIAM, Gt Grimsby, Grocer Gt Grimsby Pet June 22 Ord June 23
 GURST, JOHN, Plymouth, China Dealer Plymouth Pet June 25 Ord June 25
 HAIGH, JOSEPH, Ravensthorpe, Yorks, Grocer Dewsbury Pet June 25 Ord June 25
 HALL, JOHN, Heigham, Norwich, Builder Norwich Pet June 25 Ord June 25
 HARRISON & WASHBOURN, Warwick lane, Tapestry Manufacturers High Court Pet April 19 Ord May 25
 HEINRICHS & Co, Old st, 84 Lake's, Furniture Manufacturers High Court Pet June 22 Ord June 26
 HOLLOWAY, WILLIAM, Whitehaven, Plumber Whitehaven Pet June 24 Ord June 24
 HOPPER, CHARLES CLEMENT, Eastcheap, Builder High Court Pet May 15 Ord June 21
 HOWE, SAMUEL, Beeston, Notts, Plumber Derby Pet June 25 Ord June 25
 HURRELL, WILLIAM HODGE, Blackfriars, Confectioner Wandsworth Pet June 22 Ord June 22
 HURST, GEORGE WILLIAM, Mile End rd, Wine Merchant High Court Pet June 23 Ord June 23
 JACKSON, JOHN, Battle, Farmer Hastings Pet June 25 Ord June 25
 JOLLIFFE, JOSEPH JOHN, Landport, Baker Portsmouth Pet June 25 Ord June 26
 JONES, THOMAS ALFRED, Birmingham, Meat Salesman Birmingham Pet June 25 Ord June 25
 JONES, EDWARD, Carnarvon, Merchant Bangor Pet June 13 Ord June 25
 KEALL, FRANCIS, Hfrcombe, Chemist Barnstaple Pet June 24 Ord June 26
 LAST, SIMON HERBERT, Woodstock, Watchmaker Oxford Pet June 24 Ord June 24
 LEWIS, JOHN, Wrexham, Solicitor Wrexham Pet June 24 Ord June 24
 LITTLE, ROBERT, Cardiff, Manchester Warehouseman Cardiff Pet June 13 Ord June 24
 MILNE, SAMUEL LEONARD, Sarsfield rd High Court Pet May 31 Ord June 25
 MOODY, CHARLES BOUCHIER, Vidal rd High Court Pet May 20 Ord June 25
 MUMFERT, ARCHIBALD HAAS, Winchmore Hill, Furniture Dealer Edmonton Pet June 24 Ord June 24
 PAYNE, HENRY, Bristol, Furniture Manufacturer Bristol Pet June 24 Ord June 24
 PERRETT, FREDERICK, Preston, Sussex Brighton Pet June 24 Ord June 24
 PRATER, MARY JANE, Newquay, Lodging house Keeper Truro Pet June 24 Ord June 24
 READ, CHARLES HARRY, Grays, Essex, Colliery Agent High Court Pet May 11 Ord June 26
 REES, DAVID, Trebooth, late Licensed Victualler Swansea Pet June 25 Ord June 25
 SENIOR, JOHN, Kirkstall, nr Huddersfield, Greengrocer Huddersfield Pet June 25 Ord June 26
 SLATER, RICHARD, Blackburn, Commercial Traveller Blackburn Pet June 25 Ord June 26
 SMITH, CATHERINE, Tuffley, Glos, Farmer Gloucester Pet June 24 Ord June 24
 SMITH, JAMES, New Wortley Leeds Pet June 22 Ord June 22
 SPANSHOTT, WILLIAM HENRY, Landport, Confectioner Portsmouth Pet June 25 Ord June 25
 STANLEY, CHARLES B, Patcham, Poultry Farmer Brighton Pet June 21 Ord June 21
 SYKES, GEORGE SAMUEL, Southampton Southampton Pet June 24 Ord June 24
 TAYLOR, ALFRED, Bradford, Woollapier Bradford Pet June 24 Ord June 26

WESTHEIMER, LUDWIG DAVID, Mark lane, Wine Agent High Court Pet June 21 Ord June 24
 WILLIAM OLDFIELD & Sons, Manchester, Belting Manufacturers Manchester Pet March 30 Ord June 26
 WILSON, JOHN JAMES, Garston, Grocer Liverpool Pet June 24 Ord June 24
 YEOMANS, ALFRED ERNEST, Plymouth, Ironmonger Plymouth Pet June 24 Ord June 24
 The following amended notice is substituted for that published in the London Gazette of June 14, 1895:—
 TERRYMAN, SAMUEL, Morley, Butcher Dewsbury Pet June 10 Ord June 10

RECEIVING ORDER RESCINDED.

CURRY, CHALONER FREDERICK HASTINGS, Brighton High Court Ord Dec 11, 1894 Rescission June 24

FIRST MEETINGS.

ALLEN, SAMUEL WALTER, Lowestoft, Bootmaker July 6 at 12.30 Off Rec, 8, King st, Norwich
 BOWEN, ARTHUR DE COURCY, Dances inn, Strand July 5 at 11 Bankruptcy bldg, Carey st
 BROWN, JAMES, Leamington Spa, Ladies' Costumier July 5 at 12.30 Off Rec, 17, Hertford street, Coventry
 BROOKE, RICHARD HOPKIN, Harborton, Devon, Butcher July 9 at 11.10, Ashburton ter, Plymouth
 BURNETT, CHARLES & Co, Chandos st, Publishers July 5 at 12 Bankruptcy bldg, Carey st
 CLARKE, WILLIAM HENRY, Farnworth, Lancs July 5 at 11.16, Wood st, Bolton
 COHEN, GEORGE MANCHESTER, Temple, Barrister at Law July 13 at 12 Bankruptcy bldg, Carey st
 DEAR, THOMAS OLDACRE, Harle, Solicitor June 8 at 3 Off Rec, 4, East street, Southampton
 DEVELIN, THOMAS, Brighton, Traveller July 9 at 12 Off Rec, 4, Pavillon bldg, Brighton
 DICKINSON, THOMAS, Leigh, Lancs, Farmer July 5 at 12.16, Wood st, Bolton
 DUBRY, EDWIN, Seven Sisters' rd, Tailor July 8 at 12 Bankruptcy bldg, Carey st
 DUBRY, WILLIAM, Burmanthorpe, Leeds, Painter July 5 at 12 Off Rec, 22, Park row, Leeds
 FARRON, BENJAMIN, Sedgefield, nr Harworth, Farmer July 6 at 11 Off Rec, 8, King st, Norwich
 FLETCHER, CHARLES, Nottingham, Chemist July 5 at 10.30 Off Rec, St Peter's Church walk, Nottingham
 FOTHERGILL, CHARLES, Liverpool, Grocer's Outfitter July 10 at 2 Off Rec, 65, Victoria st, Liverpool
 GOSLING, JONAS, Letheringsett, Norfolk, Farmer July 6 at 1 Off Rec, 8, King st, Norwich
 HANBURY, JOHN, Aberystwyth, Glam July 5 at 12 Off Rec, 31, Alexander rd, Swansea
 HARRISON & WASHBOURN, Warwick lane, Tapestry Manufacturers July 5 at 2.30 Bankruptcy bldg, Carey st
 HARTLEY, WILLIAM ROBERT, and THOMAS RICHARDSON, Liverpool, Auctioneers, July 9 at 12 Off Rec, 35, Victoria st, Liverpool
 HILL, FREDERICK, Whitechapel, Tobacconist July 9 at 2.30 Bankruptcy bldg, Carey st
 HOLLINGWORTH, WALTER, Kimberworth, nr Rotherham, Yorks, Innkeeper July 5 at 3 Off Rec, Fyfe lane, Sheffield
 HURST, GEORGE WILLIAM, Mile End rd, Wine Merchant July 9 at 11 Bankruptcy bldg, Carey st
 HUNT, ALFRED, Lowestoft, Smack Master July 6 at 1.30 Off Rec, 8, King st, Norwich
 ICHENHAUSEN, JULIUS, Broad st House, Merchant July 5 at 12 Bankruptcy bldg, Carey st
 PHILLIPS, ISIDORE HERSHELL, Warwick st, Regent st, House Agent July 9 at 12 Bankruptcy bldg, Carey st
 PRATER, MARY JANE, Newquay, Cornwall, Lodging House Keeper July 6 at 12.30 Off Rec, Boscastle st, Truro
 SCRIVERS, HARRY, Cheltenham, Glos, Market Gardener July 6 at 4 County Court bldg, Cheltenham
 SHEPHERD WALTER, Wortley, Leeds, Grocer July 5 at 11 Off Rec, 24, Park row, Leeds
 SHIRLEY, CHARLES JAMES, Chorlton on Medlock, Grey cloth Salesman July 8 at 3 Ogden's chambers, Bridge st, Manchester
 SYKES, GEORGE SAMUEL, Southampton July 8 at 3.30 Off Rec, 4, East st, Southampton
 THORNTON, JOHN, Fox st, Stockport, Baker July 5 at 11.30 Off Rec, County chambers, Market place, Stockport
 UREN, JOHN, Liverpool, Provision Merchants Manager July 8 at 12 Off Rec, 26, Victoria st, Liverpool
 WALTERS, ROBERT JOHN, Merthyr Tydfil, Grocer July 5 at 3 Off Rec, Merthyr Tydfil
 WATKINS, WILLIAM RICHARD, Llanelly, Carmarthen, Chemist July 5 at 3 Off Rec, 11, Quay street, Carmarthen
 WILTSHIRE, FREDERICK WILLIAM, Earl's Court, Financial Agent July 8 at 11 Bankruptcy bldg, Carey st
 The following amended notice is substituted for that published in the London Gazette of June 25:—
 GAUNT, HERBERT, Burley, Leeds, Coal Dealer July 3 at 12 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ANDERSON, JOHN, Birmingham, Estate Agent Birmingham Pet June 7 Ord June 25
 BATEMAN, HENRY, Sutton under Whittoncliffe, Innkeeper Northallerton Pet June 25 Ord June 25
 BATT, EDWARD, Loose, Kent, Butcher Maidstone Pet June 25 Ord June 25
 BISHOP, JOHN JAMES, Birmingham, Stockbroker Birmingham Pet June 7 Ord June 25
 BROOKES, JOHN ATKINSON, Kingston upon Hull, Saddler Kingston upon Hull Pet June 24 Ord June 26
 BROWN, HARRY, Warrington, Joiner Warrington Pet June 25 Ord June 26
 CLARKE, WILLIAM HENRY, Farnworth, Lancs, Case Manufacturer Bolton Pet June 25 Ord June 25
 CLOWES, GEORGE FREDERICK, Birmingham, Boot Dealer Birmingham Pet June 23 Ord June 25

COLEY, WILLIAM BROOKES, Kildermister, Grocer Kildermister Pet June 22 Ord June 23
 COLLINS, HYLTON DOWSE, H M Prison, Wormwood Scrubs High Court Pet May 7 Ord June 25
 COOK, ROBERT HENRY, Finsbury pk, Merchant High Court Pet May 14 Ord June 25
 DEVELIN, THOMAS, Brighton, Traveller Brighton Pet June 21 Ord June 25
 DICKINSON, THOMAS, Westleigh, Lancs, Farmer Bolton Pet June 25 Ord June 25
 DOWSON, JOHN VENTRESS, Newcastle on Tyne, Draper Newcastle on Tyne Pet June 25 Ord June 25
 EVES, THOMAS PAUL, New Oxford st, Bootmaker High Court Pet March 26 Ord June 25
 FENNER, A J, Southport, Gent Liverpool Pet Jan 25 Ord June 26
 FRANCIS, JOHN, Bridgend, Fishmonger Cardiff Pet June 25 Ord June 25
 FAY, JOHN, Chelsea, Licensed Victualler High Court Pet March 21 Ord June 21
 GARDNER, EDWIN, Cannock, Staffs, Baker Walsall Pet June 25 Ord June 25
 GIBBONS, JOHN WILLIAM, Gt Grimsby, Labourer Gt Grimsby Pet June 22 Ord June 23
 GURST, JOHN, Plymouth, China Dealer Plymouth Pet June 24 Ord June 25
 HAIGH, JOSEPH, Ravensthorpe, Yorks, Grocer Dewsbury Pet June 25 Ord June 25
 HALL, JOHN, Norwich, Builder Norwich Pet June 25 Ord June 25
 HOWIS, SAMUEL, Beeston, Notts, Plumber Derby Pet June 25 Ord June 25
 HURST, GEORGE WILLIAM, Mile End rd, Wine Merchant High Court Pet June 22 Ord June 22
 HURRELL, WILLIAM HODGE, Blackfriars, Confectioner Wandsworth Pet June 20 Ord June 22
 ICHENHAUSEN, JULIUS, Broad st House, Merchant High Court Pet May 8 Ord June 23
 JOLLIFFE, JOSEPH JOHN, Landport, Hampshire, Baker Portsmouth Pet June 25 Ord June 26
 JONES, THOMAS ALFRED, Birmingham, Meat Salesman Birmingham Pet June 25 Ord June 26
 JOPLING, MARK, Bishop Auckland, House Agent Durham Pet May 6 Ord June 24
 KEALL, FRANCIS, Hfrcombe, Chemist Barnstaple Pet June 25 Ord June 26
 LAST, SIMON HERBERT, Woodstock, Watchmaker Oxford Pet June 24 Ord June 24
 MOORE, HERBERT, Ropely, nr Grantham, Farmer Nottingham Pet May 15 Ord June 26
 MOORE, ELI, Winton, nr Bournemouth, Laundryman Poole Pet June 15 Ord June 25
 OGBURN, FREDERICK JOHN, Harleeden High Court Pet April 6 Ord June 25
 PERRETT, FREDERICK, Preston, late Greengrocer Brighton Pet June 24 Ord June 24
 PRATER, MARY JANE, Newquay, Cornwall, Lodging House Keeper July 6 at 12.30 Off Rec, Boscastle st, Truro
 PURBETT, THOMAS, Bedfordshire, Farmer Luton Pet May 18 Ord June 25
 REES, DAVID, Trebooth, Swansea, Copperman Swansea Pet June 25 Ord June 25
 SEATON, CHARLES, Devonshire st, Portland pl, Gent High Court Pet May 3 Ord June 23
 SENIOR, JOHN, Kirkstall, nr Huddersfield, Greengrocer Huddersfield Pet June 25 Ord June 26
 SHEPHERD, WALTER, Wortley, Grocer Leeds Pet June 11 Ord June 24
 SLATER, RICHARD, Blackburn, Blackburn Pet June 25 Ord June 26
 SMITH, CATHERINE, Tuffley, Glos, Farmer Gloucester Pet June 24 Ord June 24
 SMITH, OSCAR THEODORE, Henton Norris, Lancs, Grey cloth Agent Stockport Pet May 10 Ord June 25
 SMITH, JAMES, New Wortley, Leeds, Leeds Pet June 22 Ord June 22
 SPANSHOTT, WILLIAM HENRY, Landport, Hampshire, Confectioner Portsmouth Pet June 25 Ord June 25
 SYKES, JAMES WALTER, Huddersfield, Solicitor Huddersfield Pet May 27 Ord June 25
 TAUBMAN, JOLIEF, Mile End rd, Jeweller High Court Pet May 31 Ord June 25
 TOD, ALEXANDER, Theobald's rd, Wine Merchant High Court Pet May 8 Ord June 22
 WALEY, JOHN WILLIAM, Bristol, Produce Broker Bristol Pet June 14 Ord June 26
 WELSH, ROBERT, Huddersfield, Solicitor Huddersfield Pet May 27 Ord June 26
 WORSLEY, ERNEST, Birmingham, Licensed Victualler Birmingham Pet June 19 Ord June 26
 YEOMANS, ALFRED ERNEST, Plymouth, Ironmonger Plymouth Pet June 24 Ord June 24
 The following amended notice is substituted for that published in the London Gazette of June 14:—
 TERRYMAN, SAMUEL, Leeds, Butcher Dewsbury Pet June 10 Ord June 10

London Gazette.—TUESDAY, JULY 2.

RECEIVING ORDERS.

ADAMS, ALFRED, Shaftesbury rd, Hornsey Rise, Builder High Court Pet June 27 Ord June 27
 ADAMS, WILLIAM JAMES, Epsom, Racehorse Trainer Croydon Pet June 25 Ord June 25
 BAKER, CHARLES, Linton, Herefordshire, Farmer Gloucester Pet June 17 Ord June 25
 BLAKLEY, JAMES FIRTH, Ravensthorpe, Yorks, Engineer Pet June 25 Ord June 25
 BRIGHT, SEPTIMUS, Chesham, Manchester, Financial Agent Manchester Pet May 6 Ord June 27
 DOUBTING, HENRY, Bristol, Currier Bristol Pet June 17 Ord June 27
 ELLON, JOHN NUTHEL, Coventry, Cycle Manufacturer Coventry Pet June 25 Ord June 25
 ESTWICK, ROBERT, Sheffield, Tailor Sheffield Pet June 25 Ord June 25
 GIBBY, RICHARD, Judd, Newport, I of W, Licensed Victualler Portsmouth Pet June 23 Ord June 23
 HAMMOND, GEORGE CRIST, Gravesend, House Agent Pet June 23 Ord June 26

HAWTHORN, JAMES KENTON, Streatham, West India Merchant High Court Pet June 27 Ord June 27
 HOWELLS, JOHN, Ryhyney, Mon, Butcher Tredegar Pet June 27 Ord June 27
 JACKSON, ALFRED, Liverpool, Tobaccoist Liverpool Pet June 27 Ord June 27
 JONES, DANIEL, Old Colwyn, Carnarvonshire, Tailor Bangor Pet June 27 Ord June 27
 KIRST, THOMAS, Leicester, Butcher Leicester Pet June 27 Ord June 27
 KIRKHAM, CHARLES, PATRICK, Cophall avenue, Stockbroker's Clerk High Court Pet May 31 Ord June 26
 LANE, CHARLES BLAY, Ipswich, Gent Ipswich Pet June 26 Ord June 26
 LEWIS, GLENDOW, Hafod, Glam, Farm Bailiff Pontypridd Pet June 25 Ord June 25
 LITCHFIELD, ALBERT ISAAC, Burton on Trent, Boot Factor Burton on Trent Pet June 27 Ord June 27
 MAJOR, FRED, Newport, Mon, Boot Dealer Newport, Mon Pet June 26 Ord June 26
 MARIOTT, WALTER HENRY, Leamington Warwick Pet June 11 Ord June 26
 MARSHALL, ALBERT, Loughborough Leicester Pet June 15 Ord June 26
 MILLINGTON, WILLIAM, Bloxwich, Staffs, Journeyman Walsall Pet June 25 Ord June 25
 MORRIS, ROBERT, Cramlington, Northumbria, Cowkeeper Newcastle on Tyne Pet June 15 Ord June 26
 NEWORTH, WILLIAM JOSEPH, Torquay, Confectioner Exeter Pet June 25 Ord June 25
 PAGE, WILLIAM, and WILLIAM HENRY JAMES, Birmingham, Oil Refiners Birmingham Pet June 25 Ord June 25
 PARKER, JOHN, Lighthow, Farther Warwick Pet June 8 Ord June 25
 PATEMAN, JAMES, ALFRED PATEMAN, and ARTHUR PATEMAN, South Norwood, Builders Croydon Pet June 26 Ord June 26
 PROUD, EMMA, Cosely, Grocer Dudley Pet June 19 Ord June 19
 REEDS, LOUIS, Market Rasen, Lincs, Solicitor Lincoln Pet June 13 Ord June 25
 SKAIFE, JOHN, Wandsworth, Shop Assistant Wandsworth Pet June 27 Ord June 27
 SMITH, H. J., Hove, Commission Agent High Court Pet May 3 Ord June 27
 SMITH, JOSEPH GEORGE, Treherbert, Fancy Dealer Pontypridd Pet June 25 Ord June 25
 SMITH, MARTIN HENRY, Coleford, Glos, Colliery Proprietor Newport, Mon Pet June 25 Ord June 25
 SMITH, SAMUEL, Gillingham, Kent, Coal Merchant Rochester Pet June 25 Ord June 25
 TARKER, EDWARD WILLIAM, Stret, St Devises, Late Solicitor's Clerk High Court Pet March 25 Ord June 27
 TOMLINSON BROTHERS, Tower Hill, Tea Merchant High Court Pet May 11 Ord June 27
 Amended notice is substituted for that published in the London Gazette of June 25, 1895:—
 JONES, SAMUEL HERBERT, Manchester, Hairer and Finisher Manchester Pet June 17 Ord June 22
 Amended notice is substituted for that published in the London Gazette of June 13, 1895:—
 SAUNDERS, CHARLES ENNEST, Liverpool, Hatter Liverpool Pet May 9 Ord June 14

FIRST MEETINGS.

BELLARS, KENNETH FRANKLIN, Bucklersbury, Manager of Public Co July 11 at 11 Bankruptcy bldg, Carey st, W.C.
 BERSART, GEORGE, Jun, Melkham, Wilts, Builder July 10 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
 BISHOP, JOHN JAMES, Birmingham, Stockbroker July 12 at 11 23, Colmore row, Birmingham
 BOUVARIE, JOHN AUGUSTUS SHEL, New Bond st July 11 at 12 Bankruptcy bldg, Carey st
 BRITTON, RICHARD HENRY, Leeds, Hay Dealer July 12 at 11 Off Rec, 23, Park row, Leeds
 BROWN, BENJAMIN WESTER, Kingsland rd July 12 at 11 Bankruptcy bldg, Carey st
 CHURCH, ANNIE, Drywall, Bath, Lodging House Keeper July 10 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
 COLLIER, JOHN CHARLES, Shifnal, Salop, Coachbuilder July 10 at 2 County Court Office, Madeley
 CRAWFORD, JAMES HAMILTON, Regent st, Club Proprietor July 11 at 2.30 Bankruptcy bldg, Carey st
 DOUBTING, HENRY, Bristol, Currier July 10 at 12.45 Off Rec, Bank chmbrs, Corn st, Bristol
 EAGLES, MARIA MERRITT, Bexhill, Sussex, Widow July 9 at 12 Young & Son's, Bank bldg, Hastings
 FLOO, JOSEPH, Hereford, Provision Merchant July 10 at 2.30 2, Off st, Hereford
 FAYLL, GEORGE WILLIAM, Market Rasen, Lincs, Auctioneer July 16 at 12 Off Rec, 31, Silver st, Lincoln
 FREEDAY, HENRIETTA, Chancery lane, Solicitor July 12 at 2.30 Bankruptcy bldg, Carey st
 FULTON, STEPHEN WILLIAM, Swindon, Wilts, Hardware Dealer July 10 at 2.45 Henry C Tumb, Off Rec, 32, High st, Swindon
 FORD, FRANK ROBERT, Stoke upon Trent, Commercial Traveller July 10 at 2.30 Off Rec, Newcastle under Lyme
 GUEST, JOHN, Plymouth, China Dealer July 13 at 11.30 10, Athensium terrace, Plymouth
 MAJOR, JOSEPH, Ravensthorpe, Grocer July 9 at 3 Off Rec, Bank chmbrs, Bailey
 HARMOND, GEORGE CRESSY, Gravesend, House Agent July 22 at 12 Off Rec, 149, High st, Rochester
 HARBOTTLE, THOMAS BRIDFORD, Earl's Court, Wine Traveler July 13 at 11 Bankruptcy bldg, Carey st
 HARRIS, GEORGE HENRY, Sutton Coldfield, Engineer July 11 at 11 23, Colmore row, Birmingham
 HESLAM, CLEMENTINE MARIE JOSEPHINE, Southsea, Hosiery July 11 at 2.30 Off Rec, Cambridge Junction, High st, Portsmouth
 HOLLOWAY, WILLIAM, Whitehaven, Plumber July 12 at 12.30 County Court house, Whitehaven
 MOPKINS, JOHN, Goveinson, Glam, Tailor July 10 at 12 Off Rec, 31, Alexandria rd, Swansea

HOWES, SAMUEL, Boston, Notis July 9 at 11.30 Off Rec, St James's chmbrs, Derby
 HUBNER, ARTHUR MANARD, Bloomsbury, Entertainment Manager July 13 at 12 Bankruptcy bldg, Carey st
 JAMES, THOMAS, Ferndale, Glam, Grocer July 11 at 12 Off Rec, Merthyr Tydfil
 JENKINS, RICHARD, Kenfig, Glamorganshire, Ironmonger July 11 at 11 Off Rec 20, Queen st, Cardiff
 JONES, MARY AGNES, Handsworth, Staffs, Stationer July 10 at 11 23, Colmore row, Birmingham
 JOY, GEORGE, Weymouth, Coal Merchant July 9 at 12.30 Off Rec, Salisbury
 KEALL, FRANCIS, Ifracombe, Chemist July 10 at 3 Sanders & Sons, High st, Barnstaple
 KIRBY, THOMAS, Leicester, Butcher July 9 at 3 Off Rec, 1, Berridge st, Leicester
 KIRKHAM, CHARLES PATRICK, Cophall avenue, Stockbroker's Clerk July 10 at 2.30 Bankruptcy bldg, Carey st
 LANE, CHARLES BLAY, Ipswich, Gent July 9 at 12 Off Rec, 36, Princes st, Ipswich
 LAST, SIMON HERBERT, Woodstock, Oxfordshire, Watchmaker July 10 at 12 Off Rec, St Aldate's, Oxford
 LEWIS, JOHN, Wrexham, Solicitor July 13 at 2.30 The Priory, Wrexham
 LITCHFIELD, ALBERT ISAAC, Burton on Trent, Boot Factor July 11 at 2.30 Off Rec, St James's chmbrs, Derby
 MILNE, SAMUEL LEONARD, Balham, Surrey July 10 at 11 Bankruptcy bldg, Carey st
 MOODY, CHARLES BOUCHER, Brixton July 10 at 12 Bankruptcy bldg, Carey st
 MYERS, THOMAS HENRY, Durham, Butcher July 9 at 3 Off Rec, 25, John st, Sunderland
 NIXON, GEORGE CARBINGTON, Burslem, Staffs, Glass Merchant July 10 at 3 Off Rec, Newcastle under Lyme
 PARKY, EVAN, Rhyader, Radnorshire, Grocer July 10 at 1 Off Rec, Llanidloes
 PATNE, HENRY, Bristol, Furniture Manufacturer July 10 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
 READ, CHARLES HAIRBY, Coal Exchange, Colliery Agent July 9 at 2.30 Bankruptcy bldg, Carey st
 RIX-WELLS, GEORGE, Gayton, Norfolk, Gent July 17 at 10.15 W B Whall, Market sq, King's Lynn
 SAUNDERS, CHARLES ENNEST, Liverpool, Hatter July 15 at 12 Off Rec, 25, Victoria st, Liverpool
 SENIOR, JOHN, Kirkheaton, Huddersfield, Greengrocer July 10 at 2.30 Off Rec, 6, Queen st, Huddersfield
 SIMKIN, CHARLES, Chevington, Suffolk, Agricultural Labourer July 11 at 3 Angel Hotel, Bury St Edmunds
 SMITH, HARRY, Fulham, Builder July 10 at 12 Bankruptcy bldg, Carey st
 SMITH, SAMUEL, Gillingham, Coal Merchant July 22 at 11.30 Off Rec, 149, High st, Rochester
 SMITH, WALTER, Holloway, Grocer July 11 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 SMITHIES, JAMES, Leeds July 10 at 11 Off Rec, 22, Park row, Leeds
 STONE, FREDERICK, Stradbroke, Suffolk, Farmer July 9 at 12.30 Off Rec, 36, Princes st, Ipswich
 TAUBERMAN, JOSEPH, Mile End rd, Jeweller July 10 at 11 Bankruptcy bldg, Carey st
 TAYLOR, ALFRED, Bradford, Yorks, Woollapler July 11 at 3 Off Rec, 31, Manor row, Bradford
 WEDDO, EARLE, Froefool Manor, Hants, Miller July 10 at 12.45 Off Rec, Salisbury
 WILLIAMS, DAVID, Morriston, Glam, Ironmonger July 16 at 11 Off Rec, 23, Colmore row, Birmingham
 WORSLEY, ELMET, Birmingham, Licensed Victualler July 12 at 12 23, Colmore row, Birmingham
 YEOMAN, ALFRED, Plymouth, Ironmonger July 12 at 11 10, Athensium terrace, Plymouth

ADJUDICATIONS.

ADAMS, ALFRED, Hotway rise, Builder High Court Pet June 27 Ord June 27
 ALSTON, JAMES BROWN, Bromley, Kent, Merchant High Court Pet April 30 Ord June 27
 BLAKELY, JAMES EYTH, Ravensthorpe, Yorks, Engineer Dewsbury Pet June 25 Ord June 25
 CRITCHLEY, SAMUEL, Walsall, Staffs, Baker Walsall Pet June 25 Ord June 25
 DOUBTING, HENRY, Bristol, Currier Bristol Pet June 27 Ord June 27
 DRURY, EDWIN, Seven sisters' rd, Late Tailor High Court Pet June 27 Ord June 25
 DUNE, CECIL WILLIAM, Cophall avenue, Solicitor Pet May 14 Ord June 25
 EAGLES, MARIA MERRITT, Bexhill, Widow Hastings Pet May 1 Ord June 27
 ELTON, JOHN NUTHELL, Coventry, Cycle Manufacturer Coventry Pet June 25 Ord June 25
 GREEN, RICHARD JUDD, Newport, I W, Licensed Victualler Portsmouth Pet June 20 Ord June 20
 HAMMOND, GEORGE CRESSY, Gravesend, House Agent Rochester Pet June 25 Ord June 25
 HAWTHORN, JAMES KENTON, Streatham, West India Merchant High Court Pet June 27 Ord June 27
 HILL, FREDERICK, Whitechapel, Tobaccoist High Court Pet May 31 Ord June 25
 HOLLOWAY, WILLIAM, Whitehaven, Plumber Whitehaven Pet June 22 Ord June 27
 HOWELLS, JOHN, Ryhyney, Mon, Butcher Tredegar Pet June 26 Ord June 27
 ILKS, JOHN THOMAS, Bristol, Boot Manufacturer Bristol Pet June 11 Ord June 25
 LESBERRY, WILLIAM, Strand, Publisher High Court Pet June 12 Ord June 25
 KIRBY, THOMAS, Leicester, Butcher Leicester Pet June 26 Ord June 26
 LEWIS, GLENDOW, Hafod, Glam, Farm Bailiff Pontypridd Pet June 22 Ord June 25
 LITCHFIELD, ALBERT ISAAC, Burton on Trent, Boot Factor Burton on Trent Pet June 27 Ord June 27
 MADDOCK, WINIFRED, Surrey, Mantle Manufacturer High Court Pet May 21 Ord June 25
 NEWORTH, WILLIAM JOSEPH, Torquay, Confectioner Exeter Pet June 25 Ord June 25

PROUD, EMMA, Cosely, Staffs, Grocer Dudley Pet June 19 Ord June 19
 READ, CHARLES HAIRBY, Coal Exchange, Colliery Agent High Court Pet May 11 Ord June 25
 SAUNDERS, CHARLES ENNEST, Liverpool, Hatter Liverpool Pet May 6 Ord June 25
 SHENHAM, EDWARD WATSON, Eastbourne, Stationer Eastbourne Pet June 23 Ord June 25
 SKAIFE, JOHN, Wandsworth, Shop Assistant Wandsworth Pet June 27 Ord June 27
 SMITH, HORACE JOHN, Hove, Commission Agent High Court Pet May 3 Ord June 25
 SMITH, JOSEPH GEORGE, Treherbert, Fancy Dealer Pontypridd Pet June 25 Ord June 25
 SMITH, MARTIN HENRY, Coleford, Colliery Proprietor Newport, Mon Pet June 25 Ord June 25
 SMITH, SAMUEL, New Brompton, Kent, Coal Merchant Rochester Pet June 25 Ord June 25
 STANLEY, CHARLES S, Fatcham, Sussex, Poultry Farmer Brighton Pet June 25
 WILSON, BERNARD GEORGE, Highgate rd, retired Solicitor High Court Pet May 23 Ord June 25

SALES OF ENSUING WEEK.

July 8.—Mr. HENRY SCOTT, at the Mart, E.C., at 2, Leaschold Residences at Stoke Newington (see advertisement this week, page 630).
 July 10.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, E.C., at 2, Freehold Premises in the City, Business Premises in New Bond-street, Corporation Leases in Bond-street, Crown Lease in Regent-street, and Freehold Properties in Pall Mall (see advertisement, June 20, page 614).
 July 10.—Messrs. DOWSETT, KNIGHT, & Co, at the Mart, at 2, Investment (see advertisement, June 25, page 614).
 July 12.—Messrs. BAKER & SONS at the Mart, at 2, Freehold Properties and Ground-rents (see advertisement, this week, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.
 Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.
 Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Post-ages, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. Od.; by Post, 28s. Od. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

Now ready, price 40s. nett, bound in full cloth; bound in half law calf, 5s. extra; bound in full law calf, 7s. extra; carriage, 1s.

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TO

"The Irish Law Times."

Vol. I. (1867) to Vol. XXVII. (1893).

CONTAINING—

4,750 IRISH CASES,

Decided by the House of Lords, the Privy Council, the Superior Courts of Law and Equity, the Court of Appeal, and several Divisions of the High Court of Justice, the Landed Estates Court, the Court of Probate and for Matrimonial Causes, the Court for Crown Cases Reserved, the Judges of Assize, the Land Commission, the Courts of Bankruptcy and Admiralty, the County Courts, the Sub-Commission Courts, &c., &c.

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JOHN FALCONER, 53, Upper Sackville-street.

SUSSEX.

Immediately adjoining the town of Horsham, about one mile from the railway station.

An exceedingly valuable Freehold Property (free of land tax and title) known as Hills Place Estate, comprising Hills Place, charmingly situated, commanding beautiful views, with a picturesque, old-fashioned, half-timbered farm house, with large gardens, excellent farm buildings, cottage, and about 43 acres of rich meadow land sloping to the river Arun; Penny Bridge Meadow, a fine building site of about nine acres; Hills Farm, with farm house, extensive modern buildings, and about 59 acres of meadow and arable land; and Blackbridge-cottages, with gardens, which will be sold by Auction, by

MESSRS. KING & CHASEMORE, at the MART, Tokenhouse-yard, London, E.C., on MONDAY, JULY 15th, 1895, at TWO o'clock in the afternoon, in Four Lots.

Particulars, plans, and conditions of sale may be obtained of Messrs. Medwin, Davis, Sadler, & Dewing, Solicitors, Horsham; and of Messrs. King & Chasemore, Land and Timber Surveyors, Horsham and Worthing, Sussex.

HORSHAM, SUSSEX.

To Syndicates, Builders, and others, immediately adjoining the town and ripe for development as a Building Estate.

A truly valuable Freehold Property, known as Spencer's Farm, pleasantly situated fronting to Trafalgar and Spencer's roads, a short distance from the town and railway station, possessing a nicely undulating surface, prettily timbered and abundantly watered, divided into three separate properties as follows:—

Lot 1.—The south portion of the farm comprising about 21 acres of meadow and arable land, approached from Spencer's-road and Victory-road, and including the well-known brickyard.

Lot 2 comprises the centre portion of the Farm, together with the greater part of the Allotment Grounds, containing in the whole about 24 acres.

Lot 3 consists of the north portion of the Farm and a portion of the Allotment Grounds, containing in the whole about 33 acres of productive old meadow land and fertile arable land, lying in a ring fence, bounded on the north-west by the stream, together with the excellent residence known as Spencer's Farmhouse, with pleasure grounds, gardens, and stabling and coachhouse, and extensive modern agricultural buildings, which will be sold by Auction by

MESSRS. KING & CHASEMORE, at the MART, Tokenhouse-yard, London, E.C., on MONDAY, JULY 15th, 1895, at TWO o'clock in the afternoon, in Three Lots.

Particulars, plans, and conditions of sale may be obtained of Messrs. Medwin, Davis, Sadler, & Dewing, Solicitors, Horsham; and of Messrs. King & Chasemore, Land Agents and Timber Surveyors, Horsham and Worthing, Sussex.

STOKE NEWINGTON.

Close to Clissold-park, and within easy distance of stations on the North London and Great Eastern Railways and services of omnibuses and trams to the City and West End.

MR. HENRY SCRUTON will OFFER for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on MONDAY, JULY 8th, at TWO o'clock precisely, the following LEASEHOLD RESIDENCES, all let to desirable tenants at moderate rentals:—

Lot.	Premises.	Lease.	Ground-rent.	Rack-rent.
1.	15, Albion-grove.	55 years unexpired at Midsummer, 1950.	£ 6	35
2.	17, Do.	unexpired at Midsummer, 1950.	6	35
3.	19, Do.	unexpired at Midsummer, 1950.	6	35
4.	20, Do.	unexpired at Midsummer, 1950.	4	30
			22	108

Particulars of Messrs. Clarke, Rawlin, & Co., Solicitors, 66, Gresham House, Old Broad-street, E.C.; and of the Auctioneer, Dacre House, Arundel-street, Strand, W.C.

Geo. Cutt, Esq., deceased.

SURREY HILLS,

15 miles from London, 5 from Croydon, 1½ from Farley, and 1 mile from Kenley Station.

ROBT. W. FULLER, MOON, & FULLER will SELL by AUCTION at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, JULY 24th, at TWO (unless acceptable offer is previously forthcoming) the valuable FREEHOLD, RESIDENTIAL, and BUILDING ESTATE known as "Welcomes" and New Barn Farm in all about 355 acres, together with residences, most excellent stabling, and Farm buildings. Also 11 cottages and 1 shop fronting the Godstone-road, Caterham Valley, known as Welcomes Terrace, 2 Semi-detached residences known as Welcomes Villas near Warringham Station, and two pairs of modern villas known as Marden Park Villas.—Solicitors, Messrs. Beaumont & Sons, 23, Lincoln's-inn-fields, W.C. Particulars of the Auctioneers, Croydon, Reigate, and Epsom.

OFFICES, Opposite Temple Station.—Large Offices to be LET, suitable for Solicitors or an Insurance Company; excellent board room; vacant in August; complete ground-floor and basement of Arundel House, opposite the Temple Station, W.C.

CLOSE to the Law Courts.—Cheap and spacious Lower Ground Floor Offices; rents respectively, 3 rooms £50 per annum; 2 rooms £75 per annum; 1 large room £50 per annum.—Apply, VENTON, BULL, & COOPER, 35, Old Jewry, E.C.

SALE DAYS FOR THE YEAR 1895.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1895, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:—

Thurs., July 11	Thurs., Aug. 29	Thurs., Nov. 14
Thurs., July 13	Thurs., Sept. 13	Thurs., Nov. 25
Thurs., July 25	Thurs., Sept. 26	Thurs., Dec. 5
Thurs., Aug. 1	Thurs., Oct. 10	Thurs., Dec. 12
Thurs., Aug. 15	Thurs., Oct. 24	

Other appointments for immediate sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a list of their forthcoming sales by Auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

SALE APPOINTMENTS FOR 1895.

ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD (successors to Marsh, Milner, & Co.) conduct PERIODICAL SALES on the first Thursday in each month throughout the year, at the MART, Tokenhouse-yard, E.C., of

REVERSIONS (Absolute and Contingent).
Life Interests and Annuities.
Life Policies.
Shares and Debentures.
Mortgage Debts and Bonds, and
Kindred Interests.

Sales of Estates, Town and Country Houses, Building Land, Investments, Ground-rents, Business Premises, &c., will also be held every month. The following are the dates fixed for 1895:—

July 17.	September 5.	November 23.
August 1.	October 3.	December 5.
August 14.	October 16.	December 18.
	November 7.	

Vendors and purchasers are invited to communicate with the Auctioneers, 6, Foultry, London, E.C.

MESSRS. STIMSON & SONS,

Auctioneers, Surveyors, and Valuers,

8, MOORGATE STREET, BANK, E.C.,

AND
2, NEW KENT ROAD, S.E.
(Opposite the Elephant and Castle).

AUCTION SALES are held at the Mart, Tokenhouse-yard, City, on the second and last Thursdays in each month and on other days as occasion may require.

STIMSON & SONS undertake SALES and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiations of Mortgages, Receiverships in Chancery, Sales by Auction of Furniture and Stock, Collection of Rents, &c. Separate printed Lists of House Property, Ground-Rents for Sale, and Houses, &c., to be let, are issued on the 1st of each month, and can be had gratis on application or free by post for two stamps. No charge for insertion. Telegraphic address, "Servabo, London."

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

TREADWELL & WRIGHT, of Devereux-court, Temple, W.C., Legal and General Shorthand Writers, are carrying on the Business begun by W. TREADWELL in 1845; Typewritten Transcripts; Legal and General Copying in Typewriting at Stationers' Charges; Competent Shorthand Clerks for Emergencies and Arrangements.

FREEHOLD GROUND-RENTS (Superior).—Messrs. WOODS can offer a parcel for a fund of about £10,000; estate now developing; completion of purchase at Christmas.—Further particulars, plan, &c., to purchasers or their solicitors, Ground-Rent Offices, 13, Newgate-street.

TO SOLICITORS, TRUSTEES, and others having Funds for Investment in Building Land.—75 acres of FREEHOLD BUILDING LAND, 5½ miles from town, within a stone's throw of G.E.R. and G.N.R. stations, in densely populated locality, built all round, for SALE. The land is daily increasing in value, and is now let and produces a substantial rental.—Particulars of Mr. ALFRED RICHARDS, Estate Agent, 816, High-road, Tottenham.

A SOLICITOR, aged 27, thoroughly experienced and with about £1,000 at his disposal, requires to purchase a small share in a Town or Country Practice.—Address, PATER, HARRIS, & CO., Incorporated Accountants, 27, Chancery-lane, W.C.

A COUNTY GENTLEMAN would receive a Child (over 2 years) into his family to bring up and educate; district pleasant and healthy, near to sea; highest references.—Address, ALPHA 135, Messrs. Deacon's, Leadenhall-street, E.C.

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Subscribed Capital, £1,000,000, in 100,000 shares of £10 each. Paid-up, £150,000. Further Called, £50,000.

The Company RECEIVES MONEY on Debenture at 4 per cent. for three, five, or seven years, payable half-yearly by Coupons attached to the Bonds.

By the Articles of Association the issue of Debentures is, as heretofore, restricted to the amount of the uncalled capital, but they are now further secured by a Trust Deed, establishing a Preferential charge thereon for the Holders.

Prospectuses and full information may be obtained from the Manager, 8, Great Winchester-street, London.

REVERSIONS.

LAW REVERSIONARY INTEREST SOCIETY (Limited).

24, LINCOLN'S INN FIELDS, W.C.

CHAIRMAN—EDWARD JAMES BEVIE, Esq., Q.C.
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REVERSIONS and Life Interests Purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

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C. B. CLABON, Secretary.

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CHAIRMAN—J. J. HAMILTON, Esq.

DEPUTY-CHAIRMAN—DAVID POWELL, Esq.

Fire Policies which expire at MIDSUMMER should be renewed at the Offices of the Company, or with the Agents, on or before the 9th day of JULY. Applications for Agencies invited.

Manager of Fire Department—A. J. BELTON.

THE REVERSIONARY INTEREST SOCIETY, LIMITED

(ESTABLISHED 1823).

Purchase Reversionary Interests in Real and Personal Property, and Life Interests, and Life Policies, and Advance Money upon these Securities.—17, King's Arms-yard, Coleman-street, E.C.

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in LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1826. Capital, £500,000. Interest on Loans may be capitalised.

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Total Funds over £1,500,000.

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Founded 1710.

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40, CHANCERY LANE, W.C.

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SUN INSURED in 1894, £393,622,400.

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Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

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